AGREEMENT
BETWEEN THE
CITY OF HENDERSON, NEVADA
AND
TEAMSTERS LOCAL NO. 14
GENERAL SALES DRIVERS, DELIVERY
DRIVERS AND REPRESENTING
THE PUBLIC SECTOR

(CLERICAL-TECHNICAL)

JULY 1, 2008 Through JUNE 30, 2012

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Clerical/Technical

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TEAMSTERS AGREEMENT 2008-2012

(Clerical-Technical)

AGREEMENT 2008- 2012
BETWEEN THE

CITY OF HENDERSON, NEVADA

AND

GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS
TEAMSTERS LOCAL NO. 14

(CLERICAL-TECHNICAL)

PREAMBLE

WHEREAS, the CITY is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the CITY; and

WHEREAS, both the CITY and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the CITY and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable and peaceful labor relations between the CITY and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the CITY by the statutes of the State of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION AND REPRESENTATION

Section 1: Pursuant to the provisions of the Local Government Employee-Management Relations Act (NRS 288 inclusive) the CITY OF HENDERSON, NEVADA, a local government employer (hereinafter referred to as the "CITY"), recognizes the GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND REPRESENTING THE PUBLIC SECTOR, LOCAL NO. 14, affiliated with the International Brotherhood of Teamsters, AFL-CIO (hereinafter referred to as the "UNION") as the Bargaining Agent for eligible employees as hereinafter defined for the purpose of collective bargaining. The UNION makes this Agreement in the capacity of the Bargaining Agent for the CITY's employees in the hereinafter described Bargaining Unit classified as Clerical-Technical.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1: The term "employee" applies to the Teamster's Bargaining Units in the work force of the CITY, excluding temporary employees.

Section 2: Classifications that are included within the Clerical/Technical Bargaining Unit are reflected in Appendix A of this Agreement.

Section 3: Representation: Recognition of the UNION as Bargaining Agent for employees in those classifications listed in Section 2 shall be withdrawn by the CITY at such time as the UNION ceases to be supported by a majority of the local government employees so classified.

Section 4: Prior Conditions: No employee who prior to the date of this Agreement was receiving more than the rate of wages designated herein for the class of work in which they were engaged shall suffer a reduction of wages or conditions through the operation of or because of adoption of this Agreement. Negotiated changes between the UNION and the CITY are exempt from this provision.

Section 5: New Classifications: All new classification included within this Bargaining Unit shall be determined by the CITY.

(a) The CITY shall submit written notice of the intent to establish a new classification.

(b) Wage rates for new classification shall be subject to bargaining between the CITY and the UNION.

If an agreement on wages is not reached within ten (10) working days following the UNION'S receipt of written notice of the CITY'S intent to establish a new classification, the CITY may implement its proposed wage rate subject to the UNION'S rights under Article 33 of this Agreement.

ARTICLE 3. UNION MEMBERSHIP

Section 1: UNION membership shall be at the sole discretion of the employee.

Section 2: UNION membership shall not be considered in respect to decisions regarding employment, promotion, reclassification or any other provisions of this Agreement.

Section 3: In November of each year during the term of this Contract, the UNION shall furnish the CITY in writing with the names of its current Officers and Business Agents or Representatives.

Section 4: With reliance on the Nevada Supreme Court Opinion issued in the case of Cone v. Nevada Service Employees Int'l Union/SEIU Local 1007, 116 Nevada Adv.Op. No. 54 (May 4, 2000), Teamsters Local 14 recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees covered by this contract and in this bargaining unit. The City acknowledges that Teamsters

Local 14 has the ability to charge non-members working under this contract, a reasonable service fee for representation in appeals, grievances and hearings.

ARTICLE 4. WAGES

Section 1: Wage adjustments for the first year of the contract shall be effective on the first pay period that would include July 1, 2008.

Wage adjustments for subsequent years shall be effective the first pay period in July that would include July 1.

Section 2: Effective the first pay period that would include July 1, 2008, the base wage of classifications covered by this Agreement will receive an increase equal to 3.50%

Section 3: Effective the first pay period that would include July 1, 2009, the base wage of classifications covered by this Agreement will receive an increase equal to 3.50%.

Section 4: Effective the first pay period that would include July 1, 2010, the base wage of classifications covered by this Agreement will be open for negotiations with Teamsters Local 14.

Section 5: Effective the first pay period that would include July 1, 2011, the base wage of classifications covered by this Agreement will be open for negotiations with Teamsters Local 14.

Section 6: Effective with the first pay period that includes July 1, 2009 the City will implement a four (4)-step, time-in-grade pay schedule for those employees hired or promoted on or after that date. The specific wage schedule is included in this agreement as Appendix A. New hires, on or after the effective date, will receive step increases on their annual anniversary date. Step increases for those promoted on or after July 1, 2009 will receive their step increase per the provisions of Article 10 Section 5.

Section 7: The hourly wage rates included in Appendix A have been established through the collective bargaining process and will remain unchanged for the term of this Agreement. However, the parties acknowledge that operating parameters within the CITY are dynamic and may change from time to time. Accordingly, a desk audit protocol and process will be mutually established and communicated to those who work within or manage the terms and conditions of this Agreement.

ARTICLE 5. PAY DAY

Section 1: Pay day shall be bi-weekly and in no case shall more than five (5) days pay be held back.

Section 2: Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 6. CLOTHING AND PERSONAL EFFECTS:

Section 1: All employees, including non-uniform employees, shall abide by the CITY's dress guidelines, grooming, and I.D. card policy, as set forth in Administrative Policy 015. It is understood that during working hours, those employees excluded from the uniform policy will be in presentable dress at all times.

(a) The CITY shall provide each employee uniform identification tags.

(b) The CITY shall provide lapel identification badges to be worn at all times by the employee during the workday.

(c) Failure to appear in a clean and presentable uniform will result in disciplinary action. The employee's first violation of the Uniform Policy will result in suspension of one (1) day of work without pay.

The second violation shall result in suspension of two (2) days of work without pay. The third violation shall result in the employee's termination.

(d) Upon termination, the employee shall be responsible for returning all CITY identification badges, keys and all other CITY property prior to the employee receiving their final paycheck.

(e) Upon changes to the existing required employee uniform, including but not limited to, the addition of clothing, equipment, or related items, the party requesting the change shall bear the initial expense. Any changes initiated by the UNION must receive the approval of the CITY.

Section 2: To each full-time member of the Bargaining Unit required to wear a uniform the CITY shall provide $85.00 per month to purchase and maintain their uniforms. Effective July 1, 2008, the CITY shall contribute each fiscal year, a maximum of $120.00 toward the purchase of work safety shoes, with an ANSI rating or above. This annual stipend cannot be accumulated over several fiscal years or carried-over to the next fiscal year.

(a) It shall be the responsibility of each employee, following the initial purchase of uniforms from a designated list of vendors as provided by the CITY, to use the monthly allowance for the maintenance thereof.

(b) Employees entitled to the allowance provided by this Article shall receive the total amount of the allowance, from which no deductions shall be made, added to one paycheck each month.

(1) New employees required to wear uniforms shall be advanced three (3) months allowance by the CITY.

(2) Should a new employee fail to complete three (3) months of work a pro-rated amount advanced in Section 2(b)(1) shall be

reimbursed to the CITY by deduction from the employee's final paycheck.

(c) Should an employee need replacement work safety shoes during the year, the CITY shall replace them only upon verification of need by the Department Head or designee. The old work safety shoes will be turned in to their supervisor with verification of replacement purchase.

(d) It is understood by and between the parties that, in lieu of the clothing allowance, Central Control Room Operators and Detention Center Technicians will be provided with 4 polo shirts annually.

Section 3: Uniform standards shall be at the discretion of the CITY with the uniform policy set on a departmental basis:

(a) All employees of this Bargaining Unit, excluding office personnel, hired into a regular position shall be required to wear uniforms designated by the CITY during their assigned work shift within two (2) weeks of hire. The employee shall have their choice of trousers within the designated colors as described in Section 3(a)(1).

(1) Current guidelines are:

Dark blue shirt with dark blue pants, dark blue shorts or dark gray shorts:

Messenger Clerk
Print Shop
Reprographics Technician

White shirt with dark blue pants:

Parking Enforcement Officer

(2) Jackets worn by employees must be without markings, solid color, and conform to the color designations for their departmental unit and any related standard operating procedures. Modifications to these parameters may be made on a departmental basis.

ARTICLE 7. EXTERNAL HIRING PROCEDURES

Section 1: The CITY shall post notices of all regular, part-time and temporary position openings, as covered by this Agreement, through e-mail and on bulletin boards in each department and advise the UNION in writing of such openings.

Section 2: All persons initially hired in a regular or regular part-time position shall be subject to a probationary period of (12) months except as noted in subsection (b) listed below. The probationary period may be extended for up to six months and the UNION shall be notified in writing of any such extension. Any absence of one (1) full workweek or more shall automatically extend the probationary period by a like amount. Partial workweeks or cumulative individual absences do not apply to this provision.

(a) An employee currently serving an initial probationary period is not eligible to be considered for another internal promotional recruitment within the Teamsters Bargaining Unit(s).

(b) Regular full-time employee serving an initial probationary period may apply for any other position per the provisions of Section 6 (b) of this Article.

(1) The employee's current employment status with the CITY shall be taken into consideration.

(2) If the employee is selected for a position outside their job family, they will serve the required 12 month probationary period from the date of appointment to the new position. Should the probationary employee be selected to fill a vacancy in a higher rated position within the same job family, their total initial probationary period will be fifteen (15) months from their original date of hire with the CITY. A job family is defined as classifications with promotional progressions like Customer Service Representative and the Administrative Assistants etc. All classifications subject to this provision are identified as such in Appendix A of this contract.

Section 3: Employment with the CITY shall be based solely upon competitive examination at the sole discretion of the CITY.

Section 4: The entire eligibility list shall be certified and appointments made at the CITY's discretion per the provisions of NRS 288.

Section 5: The CITY shall provide written notice to the UNION and Chief Steward all new hires and terminations in the Unit.

Section 6: Temporary employees (working full-time hours in a temporary position) shall not be entitled to any health insurance and holiday pay provided for in this Agreement until they have completed six (6) consecutive calendar months of such employment. The CITY agrees that it will not engage in practices that are designed to prevent temporary employees from completing six (6) consecutive calendar months of employment.

(a) Temporary employees accepting a regular appointment in the same classification as the temporary assignment shall be credited with that temporary time toward completion of their 12 month probationary period. The temporary time credited shall not exceed six (6) months. Such an employee will establish CITY seniority per Article 9 of this agreement on the date they are hired into a regular full-time position.

(b) Probationary full-time, regular part-time and temporary employees who have worked at least three (3) continuous months with the CITY may compete for a regular vacancy before an external recruitment. If they successfully complete testing for a position, they will be placed on a separate hire list. If a vacancy is not filled through promotion by full-time employees, the second opportunity for placement will be to hire qualified

probationary full-time, regular part-time and temporary employees into the regular full-time position. These employees will compete equally for such full-time positions. If no selection is made from this group, an outside recruitment will be undertaken.

Section 7: Temporary and regular part-time employees who have worked six (6) calendar months and have their position authorized as regular full-time through City Council action, will be reclassified to full-time status in that position without the requirement to post the associated vacancy for competitive bidding. Such reclassifications may occur only in the Administrative Assistant classifications. The City will provide written notice to the UNION whenever such a reclassification occurs.

ARTICLE 8. NON-DISCRIMINATION

The CITY and the UNION agree to fully comply with all Federal, State or local laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 9. SENIORITY

Section 1: CITY seniority is continuous service, not broken by dismissal or resignation without reinstatement, commencing from the date of hire as a regular full-time employee. CITY seniority shall apply in all cases of choice, such as: shift bids and vacation. CITY seniority does not apply to overtime opportunities, except that the initial list will be created in seniority order. It is understood between the CITY and the UNION that this is not intended to detract from those matters which are clearly a management right.

If two employees' dates of hire are the same, the tiebreaker shall be based on their ranking on the eligibility list from which they were hired. Should their ranking be identical, alphabetical ranking of last names will be used.

Section 2: An employee shall not be entitled to any seniority rights during their initial probationary period of employment, but shall accrue seniority rights thereafter from the original date of hire.

Section 3: Any period of leave or suspension without pay in excess of thirty (30) consecutive calendar days shall not be counted in seniority calculations, and the employee's service and merit increase eligibility dates shall be adjusted accordingly. The only exceptions to this rule are periods of leave without pay in excess of thirty (30) days which result from job related illness, job related injury, military leave, or leave taken under the Family Medical Leave Act.

ARTICLE 10. PROMOTION

Section 1: All promotions shall be subject to a qualifying period of up to six (6) months. Qualifying periods are not associated with wage increases as defined in Section 5 of the Article.

(a) The CITY reserves the right to extend the qualifying period for an additional three (3) months.

(b) The UNION shall be notified, in writing, of such extensions.

(c) It is understood that an employee currently serving a qualifying period is eligible to be considered as an in-house applicant for another position within the Teamsters Bargaining Units.

(d) Any absence in excess of one (1) full workweek shall automatically extend the qualifying period by a like amount.

(e) In the event of an unsuccessful qualifying period, the employee will be placed in a vacancy in their previous classification.

(f) If no vacancy exists in that classification, the employee may be placed in a vacancy for which they are qualified. If there is no such vacancy, the employee will be assigned work until the position they vacated due to the unsuccessful qualifying period is subsequently filled. The employee's hourly rate will be returned to the rate of pay prior to the promotion to the new position. If the employee has not secured a position and the vacated position has been filled, the President of Teamsters Local 14 and the Human Resource Director or designee will meet to create an appropriate solution.

(g) Should an employee be promoted into a position with a requirement to attain a certification(s) within a specific timeframe and fails to do so, they may be removed from that position consistent with the terms of Section 1 (e) above.

Section 2: Insofar as practicable and consistent with the best interest of the CITY, all vacancies in the Teamsters Bargaining Units shall be filled by promotion from employees within the Teamsters Bargaining Units who have passed a competitive examination, meet the minimum qualifications, and are placed on the Eligibility List.

Section 3: Notice of a position opening shall be posted in City Hall and distributed for posting in each department at least fourteen (14) calendar days prior to the closing date. The Administrative Assistant classifications (I through III) will be posted in June and December to establish an internal list that would be effective from January through June and July through December each year. Vacancies in these classifications will be selected from these lists and should there be no qualified internal candidates on these lists, or less than three (3) internal candidates on the list, an external recruitment may be undertaken.

(a) The CITY's management is committed to promotions from within and will objectively assess each internal candidate before initiating an external recruitment.

(b) Employees who have tested for placement on a promotional list for the Administrative Assistant classification can "roll-over" their original test score to the revised list or choose to test again. Should the employee choose to test again, the new test score will be used regardless of its result when compared to the initial test score. A test score is valid for a maximum of twelve (12) months.

(c) This process does not apply to the Executive Administrative Assistant classification and vacancies will be posted when they occur.

Section 4: In-house promotions shall be determined by competitive examination, as follows:

(a) The testing methods shall be constructed in a manner to insure job relatedness as provided by state and federal law, at the discretion of the CITY. The CITY's Human Resources Department shall have full responsibility for the design, development, administration and security of the exam.

(b) The Human Resources Director or designee shall prepare and conduct the examinations that shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis and shall not be used to facilitate the hiring of any particular individual.

(c) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director, or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or be rated on the remaining parts of the test.

(d) The final rating shall be determined by totaling the earned rating on each part of the selection process in accordance with the weights established for each part prior to the date of the examination.

(e) At the conclusion of any examination, an eligibility list will be created consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest. The UNION shall be provided a copy of the eligibility list.

(1) Whenever identical ratings are received, names will be arranged in order of CITY seniority. If the CITY seniority date is identical, names will be arranged in alphabetical order.

(f) The entire eligibility list shall be certified and appointments made by the Department Head or hiring manager from among the top five (5)-candidates.

(1) If there are two (2) or less passing scores for a promotional recruitment, the Department Head or designee will interview the in-house applicants.

(a) If a selection cannot be made, the Department Head may interview candidates from an outside eligibility list.

(b) Once a selection is made for the vacancy, those in-house candidates not selected will be notified in writing.

(c) The parties agree to review these modifications to the number of eligible candidates after they have been in place for one (1) year and make any agreed to changes through a memorandum of agreement.

(2) Promotional eligibility lists shall remain in effect for six (6) months from the date of certification. Should this list be abolished prior to the expiration date, those candidates remaining on the list shall be notified.

(g) If a promoted employee desires to return to their previous position, they may do so if the previous position or a comparable position is vacant. No qualifying period will be required if the employee returns to the same position. Up to a six (6) month qualifying period may be required if they do not return to the same position.

Section 5: Promoted employees will enter the new classification at the wage rate that would give them a minimum five (5) percent increase in pay. They would remain at that rate of pay for three (3) months. Upon completion of the initial three (3) month period, the employee would establish a new annual anniversary date for additional step increases, if applicable.

(a) Hourly wage rates change at the beginning of a pay period. The completion of the initial three month period in a new classification or anniversary dates that occur in the same classification during the 1st week of a pay period will receive the increase for the entire pay period. The completion of the initial three month period in a new classification or anniversary dates that occur in the same classification during the 2nd week of a pay period will receive the increase at the beginning of the next pay period.

Section 6: Lateral Transfers: Employees who are interested in being considered for a lateral transfer (same classification) to another department for an Administrative Assistant position will be placed on a separate lateral transfer list. A lateral transfer interest list will be established for each department. Hiring departments will first consider employees on the lateral transfer list for vacancies in these classifications. If a selection is not made from the lateral transfer list, candidates on the promotional eligibility list will be considered.

Vacancies in the Police Administrative Specialist classifications will also be eligible for lateral transfer consideration by employees in the Administrative Assistant classifications. Employees in the Police Administrative Specialist classifications may apply for lateral transfers to the Administrative Assistant classifications.

ARTICLE 11. SHIFT ARRANGEMENT

Section 1: Employees shall be at their designated reporting site ready to commence work at their starting time and shall be diligent in their work assignments up to the designated quitting time. Deviations to this will be subject to the rest breaks and lunch period provisions within this Agreement. Unless otherwise determined by the CITY, the workweek shall be defined as: from 12:01am Monday through Midnight the following Sunday. For employees working a graveyard schedule that begins on Sunday night and more than fifty percent (50%) of their shift hours fall after 12:01am Monday, they will record their entire shift hours on Monday and follow that process for the remainder of the workweek. Current schedules are:

(a) 38-hour employees: work a regular schedule of four (4) consecutive nine and one-half (9.5) hour shifts with three (3) consecutive days off.

(b) 40-hour employees: work either regular schedule of five (5) consecutive eight (8) hour shifts with two (2) consecutive days off or work a regular schedule of four (4) consecutive ten (10) hour shifts with three (3) consecutive days off.

(c) There shall be no split shifts defined as working a partial shift, being released from work and then being required to return to finish the shift at a later time during the same workday.

Section 2: Whenever deviations from regular shift hours or schedule are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of forty-eight (48) hours. Such notice shall not be required for emergency work.

(a) It is understood that a shift or schedule change with forty-eight (48) hour notification, or shift or schedule change due to an emergency, will not result in any additional compensation unless it exceeds the normal workday or workweek.

(1) An employee required to use their personal vehicle for City business will be reimbursed for mileage per City policy.

(b) The CITY reserves the right to alter shifts or schedules to:

1) Accomplish Training Of New Employees;
2) Further Train Existing Employees;
3) Improve Department Operations Through Cross Training; Not To Exceed Six (6) Months In A 12-Month Period;
4) Accomplish Shift Bid Movements;
5) Cover Temporary Supervisory Assignments;
6) Vacation Coverage;

(c) Concerns related to the CITY's use of the provisions in Section 2 of this Article should be discussed promptly and the parties agree to conduct

quarterly labor/management meetings covering all issues within the Police Department.

Section 3: Unless otherwise determined by the CITY, the normal workday shall be nine and one-half (9.5) hours. The normal CITY workweek shall be thirty-eight (38) hours. Any unusual circumstances causing deviation from the normal workweek and normal workday hours shall be discussed by the UNION and the CITY. Should the CITY establish alternative work schedules that require the modification of the terms of this agreement, it will notify the leadership of Teamsters Local 14 of its interest and begin such negotiations promptly.

Section 4: Shift Differential: Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a 4% swing shift differential. Those employees whose 51% of the hours regularly worked fall after 8:00 p.m. shall receive a 6% night shift differential.

(a) Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

(b) Shift differentials apply to overtime shifts where regular swing or night shifts exist for the workgroup and is paid as follows:

1) Day Shift employees working overtime on swing or night shifts receive the applicable shift differential for hours worked on those shifts.
2) Swing Shift employees working overtime on day shift receive no shift differential for those hours and receive night shift differential for hours worked on that shift.
3) Night Shift employees working overtime on day shift receive no shift differential for those hours and receive swing shift differential for hours worked on that shift.

(c) These provisions do not apply to overtime worked for scheduled, call-out or call-back overtime for day shift employees (no other shifts in the work group) unless they are assigned to a temporarily established swing or night shift.

Section 5: Spring Time Change: The policy regarding the time change during the Spring shall be as follows:

(a) Thirty-eight (38) hour employees scheduled to work night shift during the Spring Time Change shall work nine and one-half (9.5) hours.

(b) Forty-hour (40) employees who work either an eight (8) or ten (10) hour shift during the Spring Time Change shall work eight (8) or ten (10) hours respectively.

Section 6: Should the CITY establish a five (5) day, thirty-eight (38) hour work week, the CITY agrees to:

(a) Notify the UNION not less than sixty (60) days prior to implementing the change and to discuss the matter with the UNION.

(b) Increase the hourly wage rate of each Bargaining Unit employee affected by the change by five percent (5%); such increase shall not be used nor construed to offset any future negotiated wage adjustment.

ARTICLE 12. LUNCH AND REST PERIODS

Section 1: Each employee shall be granted one-half (1/2) hour for lunch (unpaid), and such time shall be allowed to the extent possible after four and one-half (4-1/2) hours from the beginning of the regular shift and before the end of six (6) hours from the beginning of the regular shift.

(a) Court Personnel may have their lunch break adjusted where court sessions mandate such adjustment.

Section 2: Pre Shift and Post Shift Overtime Lunch Period:

(a) Employees required to work pre-shift and post shift overtime shall be relieved as follows:

(1) Overtime of less than two (2) hours: No additional break time
(2) Overtime of two (2) hours: Employee will be paid an additional twelve (12) minutes of overtime at the end of their two (2) hour overtime assignment.
(3) Overtime of more than two (2) hours and less than three (3) hours: Employee will be paid an additional eighteen (18) minutes of overtime at the end of their overtime assignment.
(4) Overtime of three (3) hours or more: Employee will receive a thirty (30) minute paid lunch break. Whenever operationally possible, this break will be provided approximately two (2) hours into the overtime assignment.
(5) Provided the employee has worked a minimum of three (3) hours from the time of call-back, the employee will be eligible for a meal allowance of twelve dollars ($12.00). The meal allowance will be paid through the payroll process. This provision does not apply to schedule pre-shift or post-shift overtime. Employees working unanticipated emergency overtime as an extension of a shift of three (3) hours or more will be eligible for this allowance. Should the CITY provide food to employees at the worksite or other location, they would not be eligible for this allowance as well.

Section 3: Rest and Lunch Periods for Overtime on Normal Days Off:

(a) Employees who work overtime on their normal days off shall be relieved as follows:

(1) Overtime of less than four (4) hours: No break
(2) Overtime of four (4) hours: One (1) fifteen (15) minute break
(3) Overtime of six (6) hours: One (1) fifteen (15) minute break and one (1) thirty (30) minute lunch
(4) Overtime of eight (8) hours or more up to the full regular shift: Two (2) fifteen (15) minute breaks and a thirty (30) minute lunch. The pay status of the lunch period while working this overtime will be the same as during the regular work week.
(5) Should overtime on an employee's normal days off extend before or beyond their normal work shift, the pre and post shift overtime provision defined in Section 2 above would apply.

Section 4: Rest Periods During the Normal Work Day

(a) One fifteen (15) minute rest period will be allowed in the morning and in the afternoon.

(b) Specific rest period break times may be arranged by the supervisor in coordination with the crew to ensure for the most efficient application of personnel and equipment.

(c) Rest periods are to be taken on the job site when the following basic requisites are present: shelter from the weather, restrooms, drinking water.

(1) If basic requisites are not on the work site, then the crew may go to the nearest conveniences. Adequate travel time will be allowed for travel to and from the work site.

(2) If the crew on the work site requires more than basic requisites, then members of the crew may leave to pick up necessities.

ARTICLE 13. TIME RECORDS

Section 1: The employee shall sign and submit to their supervisor a weekly accounting of their exact hours worked, their department, and the work order number, if applicable. The CITY reserves the right to designate the reporting format and to require additional information.

Section 2: The supervisor shall verify the accuracy of each time sheet, or time card, and shall sign and/or approve the time and submit it to their Manager or Payroll.

ARTICLE 14. WORK OUT OF CLASSIFICATION AND TRAINING PAY

Section 1: Temporary work assignments to an established position of higher grade shall be compensated as follows:

(a) An employee officially required by their Manager, Superintendent, or Divisional Manager, to temporarily assume the full responsibilities of an established, classified Teamsters represented position of higher grade for

at least four (4) hours shall be paid the highest rate of pay applicable to that classified position for the entire shift.

(1) When an employee is scheduled for overtime in a higher classification, the employee shall receive the higher classification rate of pay from the start of overtime for hours actually worked, per the provisions of Article 15 Section 1 (g).

(2) No supervisor shall be allowed to work an employee within one (1) hour of the four (4) hour limitation and replace them with another employee for the purpose of not paying the higher scale.

(b) This article shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness in a higher rated classification.

(c) When an employee officially assumes the responsibilities of a higher position outside the Teamsters Bargaining Unit that employee shall receive an additional 10% premium pay which will cease at the conclusion of the assignment. An employee will not automatically assume this position based on seniority or job classification, but must be officially designated by their immediate supervisor or manager.

To qualify for out-of-class pay the employee must be officially assigned to the higher classification and the term of this assignment must be at least four (4) hours.

Section 2: An individual designated by their supervisor for the training of others will receive a five percent (5%) assignment pay for training. The supervisor will determine when the training period starts and stops.

(a) Trainers are those employees who are temporarily responsible for providing comprehensive training to new or probationary employees in the same classification.

(b) The trainer's responsibilities are, but are not limited to, the following:

(1) An extensive, one-on-one training program as prescribed by the department.

(2) Documenting proficiencies and deficiencies of the employee being trained.

(3) Training responsibilities are those which are over and above the responsibilities outlined in the job description.

Section 3: Bilingual Pay: Employees who are eligible for bilingual pay must pass a CITY approved Spanish proficiency examination at the CITY's expense to receive a monthly payment of $80.00 per month, beginning the first month after they have successfully completed the assessment. The payment will be received in the employee's paycheck. Once an employee has successfully completed the

mandatory assessment, they will not be required to complete another exam unless they voluntarily withdraw and then wish to re-enter the program. Should the employee demonstrate an unwillingness to utilize their second language skills for the benefit of the department, the department may remove the individual from the list and bilingual pay will cease for that individual.

(a) The above provisions will apply to Clerical/Technical employees who have received the ASL certification for sign language. A copy of the certification must be presented to Human Resources, and a copy will be maintained in the employee's personnel file. The employee will receive the bilingual pay of $80.00 per month beginning the following month.

ARTICLE 15 OVERTIME, CALL-OUT, CALL-BACK, STANDBY PAY AND COMPENSATORY TIME-OFF

Section 1: Regular Overtime: paid at time and one-half

(a) 38-hour employees:

(1) When a thirty-eight (38) hour week, nine and one-half (9.5) hour day employee works in excess of nine and one-half (9.5) hours during one shift it shall be considered as regular overtime and paid at time and one-half the regular rate of pay. This is considered a continuation of shift.

(2) When a thirty-eight (38) hour week, nine and one half (9.5) hour day employee works in excess of thirty-eight (38) hours during one week it shall be considered as regular overtime and paid at time and one-half the regular rate of pay. Overtime offered to and accepted by an employee while working their regular shift or an overtime shift and scheduled at least twenty-four (24) hours advance of the beginning of the overtime assignment, is considered regular overtime.

(b) 40-hour employees:

(1) When a forty (40) hour week, eight (8) hour day or ten (10) hour day employee works in excess of eight (8) hours or ten (10) hours respectively during one (1) shift it shall be considered as regular overtime and paid at time and one-half the regular rate of pay. This is considered a continuation of shift.

(2) When a forty (40) hour week, eight (8) hour day or ten (10) hour day employee works in excess of forty (40) hours during one week it shall be considered overtime and paid at time and one-half the regular rate of pay. Overtime offered to and accepted by an employee while working their regular shift or an overtime shift and scheduled at least twenty-four (24) hours in advance of the beginning of the overtime assignment, is considered regular overtime.

(c) Regular Day Off Work: An employee scheduled to work on a regularly assigned day off shall be guaranteed four (4) hours work and paid at time and one-half their regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the employee requests to be released, they may do so with supervisory approval and be paid for the actual hours worked. An employee scheduled to work on a regularly assigned day off and the work is cancelled within one (1) hour of the start time for the overtime will receive two (2) hours compensation at their regular rate of pay.

(d) Return to work to attend meeting: An employee, who by the nature of their position, is required to return to work to attend a meeting held after their designated shift, shall receive a minimum of two (2) hours overtime up to the actual time worked. Overtime shall be paid at time and one-half the regular rate of pay.

(e) Mandatory Training and Maintenance of CEU's Education: Employees who are directed by management to come in on their time off for mandatory training or continuing education requirements shall be guaranteed three (3) hours overtime paid at time and one-half their regular rate of pay.

(1) CITY will continue to reimburse employees for fees associated with certifications and/or licenses on a departmental basis.

(f) City-related Court Appearance: An employee required to attend legal proceedings for any City related matter on an off-duty day shall receive a minimum of two (2) hours overtime up to the actual time worked. Overtime shall be paid at time and one-half their regular rate of pay.

(g) Shift Modification: Should an employee work additional hours before or after their normal shift, by mutual agreement between the employee(s) and their supervisor, the employee may elect to work their regular shift hours (i.e. 8, 9.5 or 10) and be released early or report after their normal start time, with no overtime obligation. Should the employee chose to work the remainder of their regular shift or be required to for operational purposes, they would be entitled to overtime per the provisions of this Article.

(h) Overtime Rate: Employees scheduled, called out or called back to work in other than their current classification will be paid overtime at the Step of the wage schedule in the higher classification that mirrors the Step in their current classification. For example, if any employee is currently at Step Three in their current classification, they would be paid at Step Three of the higher classification for the overtime worked.

Section 2: Call Out Overtime: paid at double time

Call Out is defined and paid as follows:

(a) Overtime scheduled with less than twenty-four (24) hours notice.

(b) Overtime scheduled after the completion of the regular shift or when an employee is on their days off and the employee is NOT required to report for the overtime assignment within twelve hours of the time of the call.

(c) An employee who is called out shall be paid no less than one (1) hour at double time. Call Out double time shall cease at the beginning of their regular shift.

(d) An employee completing the emergency call out in less than one (1) hour and is called out again before the initial hour has expired will not receive an additional hour of call-out pay.

Section 3: Call Back Overtime: paid at double time

Call back overtime occurs when:

(a) An employee is called to return to work and report within twelve (12) hours of that call and has already completed their regular shift and is not in pay status.

(b) An employee is on their normal days off and is called to return to work and report within twelve (12) hours of that call.

Call back overtime is paid as follows:

(a) Any call that requires immediate reporting is considered call back overtime and is paid at double time with a one (1) hour minimum.

(b) Call back overtime shall cease at the beginning of the employee's regular shift.

(c) An employee completing the emergency call back in less than one (1) hour and is called back again before the initial hour has expired will not receive an additional hour of call back pay.

(d) Call back overtime is PERS eligible compensation, while regular overtime and call-out overtime are not PERS eligible compensation.

(e) Employees hired on or after July 1, 2008 are subject to a different definition of call back per the decision announced on June 18, 2008 by the Public Employee's Retirement Board.

Section 4: Standby: paid at double time

Employees required to standby on scheduled days off or holidays shall be compensated with one (1) hour of double time for each twelve (12) hour period of standby. Employees required to standby during the non-work hours adjacent to their regular shifts for up to fourteen (14) hours will be paid one (1) hour of double time. This includes the fourteen (14) hour period after the employee's last regular shift of their weekly schedule. Employees required to standby longer than twelve (12) hours on their normal days off or on a holiday shall be paid a minimum of one

and half (1.5) hours at the double time rate and if they are required to stand-by for eighteen hours or more, will be paid two (2) hours at the double time rate. Employees on standby shall keep their supervisors and necessary emergency personnel notified of their location for emergency calls and must remain fit for duty.

(a) Employees on standby who are called to report for work shall be paid no less than two (2) hours of double time at their regular rate of pay in addition to standby pay.

Section 5: Overtime Increments: Overtime will be earned in increments of six (6) minutes, and shall accrue at a 10th of an hour thereafter. Overtime less than six (6) minutes will not be eligible for payment.

Section 6: Any operational issue outside the employee's normally scheduled shift that can be resolved through the use of a telephone or CITY provided technology that eliminates the need for the employee to report to work, shall be paid at a minimum of one (1) hour of the regular rate of pay. Such calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools. Should the employee receive a second call within the same hour, it would not be compensable. Should the employee receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at their regular rate of pay.

Section 7: Duplication or pyramiding of premium pay and overtime pay for the same period of time is not allowed. When two (2) or more provisions requiring compensation of overtime and premium pay are eligible for the same time period the single provision most favorable to the employee shall apply.

Section 8: Compensatory Time Off: An employee working overtime as stated above may elect to be paid at the rate upon which the overtime was worked or to receive compensatory time off ("comp time") in lieu of overtime, which will be computed at the rate which the overtime was worked. The accumulation of compensatory time off is a voluntary decision by the employee and they cannot be required to accumulate compensatory time off rather than be paid for the overtime worked.

Additional Provisions

1) Comp time is accumulated based on the overtime rate being paid for the time worked.
   a) Work 10 hours at time and a half = 15 hours of comp time
   b) Work 10 hours at double time = 20 hours of comp time

2) Comp time is used on a hour-for-hour or partial hour basis
   a) Take off a 9.5 hour shift = 9.5 hours of comp time required
   b) Comp time can be used in quarter of an hour increments

3) Comp time must be used within ninety (90) days from the time it is earned. If it is not used during that time, it will automatically be paid out at the overtime rate in which it was earned, on the employee's next regular pay check.

4) An employee cannot accumulate comp time if the overtime worked is being paid at an out-of-class rate.

5) The use of comp time will not be granted if it results in the need for overtime staffing.

6) An employee may accumulate comp time for the double time part of a holiday worked and cannot accumulate comp time for the holiday pay portion of a holiday worked.

There is NO ability to request special checks or payouts of comp time earned before the automatic payment identified above.

ARTICLE 16. HOLIDAYS

Section 1: The following days are designated and set apart as holidays for all employees:

(a) New Year's Day, January 1st;
(b) Martin Luther King, Jr. Day, 3rd Monday in January;
(c) Presidents Day, 3rd Monday in February;
(d) Memorial Day, last Monday in May;
(e) Independence Day, July 4th;
(f) Labor Day, first Monday in September;
(g) Nevada Day, last Friday in October;
(h) Veteran's Day, November 11th;
(i) Thanksgiving Day, fourth Thursday in November;
(j) Family Day, Day After Thanksgiving;
(k) Christmas Eve, December 24 - half a shift
8-hour work shift - last 4 hours of shift
9.5-hour work shift - last 5 hours of shift
10-hour work shift - last 5 hours of shift
(l) Christmas Day, December 25th

The CITY will also recognize any day designated by the State Legislature as a holiday and made applicable to local government employers.

Section 2: When the holiday falls on a Sunday, the following Monday shall be observed. When the holiday falls on a Saturday, the preceding Friday will be observed.

Section 3: Floating Holiday: Employees will be eligible for a floating holiday each calendar year, beginning in January 2009. The floating holiday will be scheduled in the same manner as a vacation day. The floating holiday must be used within the calendar year and cannot be carried over to the following year. If an employee schedules their floating holiday and is then called into work during their normal work hours, they would paid be as if they were working any holiday defined in Section 1.

New employees hired before June 30th of each calendar year will receive a floating holiday upon hire and those hired on or after July 1st will receive a floating holiday the following January.

Section 4: Holiday on a Normal Day Off: Should a holiday fall on the employee's regularly scheduled day off, the employee shall have the option to either bank hours for future time-off with pay or be paid the hours that would equal a normal workday.

(a) Employees will be allowed to bank holiday hours up to one-hundred and fifty-two (152) total hours. Holiday hour banks will carryover from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.

(b) In the event of an employee's death, the CITY shall pay 100% of the employee's unused banked holiday hours to the beneficiary(s) as designated in their City provided Life Insurance form.

(c) In the event an employee is subject to layoff per the provisions of Article 38 of this Contract, they would be paid for unused banked holiday hours at the time of layoff.

Section 5: All employees shall receive holiday pay computed as a regular day worked.

(a) Employees working in an area requiring seven (7) day or twenty-four (24) hour coverage and who work the actual holiday as designated above shall be compensated at premium holiday pay for hours actually worked on the holiday paid at double the regular rate of pay. The holiday is defined as 12:01am through midnight of the actual date of the holiday for employees working these schedules.

(b) Employees not working in a 7-day or 7/24 hour operation, that are scheduled, called-out or called-back to work overtime on an observed holiday as defined in Section 2, will receive premium pay at the double time rate for all hours worked on the observed holiday. The observed holiday is defined as 12:01am through midnight of the actual date of the observed holiday.

(c) Employees working a temporary graveyard shift that begins before 12:01am on the day before the observed holiday, will code their entire shift on the observed holiday as holiday worked and their twenty-four hour period for double time premium pay for hours worked will be the 24-hour period from the actual beginning of their graveyard shift to the same time the next day.

(d) An employee cannot request vacation or sick leave on the day(s) they will receive holiday pay.

Section 6: In order to receive holiday pay, the employee must work, be on leave without pay approved in advance by management, or be on annual leave or sick leave, the day preceding and following a holiday. In the case of sick leave, documentation may be required by the supervisor in the form of a doctor's certificate.

ARTICLE 17. ANNUAL LEAVE

Section 1: Annual Leave will accrue as follows:

YEARS OF SERVICE	ANNUAL LEAVE ACCRUAL (38-HOUR EMPLOYEES)	ANNUAL LEAVE ACCRUAL (40-HOUR EMPLOYEES)
Upon completion of the 1st six (6) months of service	Two days (19 hours total)	20 hours total
Seventh month through the 12th month of service	3.167 hours per month (Balance of 19 hours for annual total of 38 hours)	3.33 hours per month (Balance of 20 hours for annual total of 40 hours)
Second year through fifth year	9.5 hours per month (114 hours total))	10 hours per month (120 hours total)
Sixth year through twelfth year	12.67 hours per month (152 hours total)	13.33 hours per month (160 hours total)
Following completion of twelfth year of service:	15.83 hours per month (190 hours total)	16.67 hours per month (200 total)

Section 2: Annual leave shall be used as follows:

(a) Four (4) working days must be taken during the second year of employment.

(b) Eight (8) working days must be taken during the third year and each year thereafter.

(c) An employee may elect to accrue earned annual leave in excess of ten (10) working days to a maximum total of 480 working hours, plus applicable bonus days. Any annual leave that exceeds the allowed maximum will be forfeited the last day of the last full or partial pay period charged to the calendar year.

(1) Each employee is responsible for assuring their annual leave balances do not exceed the maximum 480 hours, plus applicable bonus days, at the end of each calendar year.

(2) The CITY will not be responsible for time forfeited, in excess of 480 hours, plus applicable bonus days, for an employee's failure to use sufficient annual leave.

(d) Annual leave requests must be submitted and have prior authorized approval in advance of taking leave. This approval process may take up to one week, unless it is an emergency.

(e) No annual leave will accrue and be paid unless the employee has satisfactorily completed their 1st six (6) months of employment.

(f) There shall be no "pay in lieu of time off" for annual leave days, except as authorized by the CITY.

(g) No monthly annual leave benefits will accrue if an employee is on an unpaid leave of absence for fifty percent (50%) or more of the month. If employment ends during the 1st fifteen (15) days of the month, no annual leave accrues for that month. If employment ends after the 15th of the month, an additional monthly accrual will be credited to the employee. "Employment ends" is defined as the last day on the CITY's payroll.

Section 3: All employees' vacation requests and fully approved vacation schedules will be posted accurately and kept current to avoid conflicts. An annual leave calendar will be posted in a conspicuous location and be accessible to employees at all times.

(a) January 1st through January 31st of each year will be an open forum to submit annual leave requests for the entire year. Departments may identify an alternative timeframe of equal duration and consistent with the remainder of the terms in this Section.

(1) If two or more employees request the same period off, then seniority will take precedence.

(2) The senior person shall only be granted preference for one annual request, after which the next senior person gets "second pick." This process will continue until all requests are selected and the annual leave calendar has been authorized and posted.

(b) If, after January 31st, two or more employees submit requests on the same day for the same time period and adequate staffing only permits one employee time off, time off shall be granted by seniority.

(c) In the event the CITY cancels an employee's approved annual leave, and the employee has purchased non refundable tickets prior to the cancellation, the CITY shall reimburse the employee upon proof of said purchase.

Section 4: Regular employees terminated after six months or more of service are entitled to payment for unused annual leave up to the maximum of 480 hours plus four (4) bonus days earned, if applicable.

(a) At the time of termination, an employee who has taken advance annual leave beyond that accrued shall make restitution for such leave, either by deduction from the employee's final check or by cash reimbursement to the CITY by the employee.

(b) In the event of an employee's death, the CITY shall pay 100% of the employee's unused annual leave, plus applicable bonus days, to the beneficiary(s) as designated in their City provided Life Insurance form.

ARTICLE 18. SICK LEAVE

Section 1: Sick leave shall accrue at the rate of one shift per month commencing on the first day of hire into a regular position, as follows:

Shift	Monthly Sick Leave Accrual
40 hour work week, 8 hour day	8 hours
38 hour work week, 9.5 hour day	9.5 hours
40 hour work week, 10 hour day	10 hours

(a) Sick leave will accrue on an unlimited basis. Employees shall be paid their current hourly rate for each hour of sick leave used.

(b) Sick leave accrues on the 1st day of the month for active employees. No monthly sick leave will accrue if an employee is on an unpaid leave of absence or leave without pay for the entire month.

Section 2: Sick leave may be used to cover absences due to personal illness, immediate family illness, or to care for a newborn child.

(a) Personal illness shall be when an employee is incapacitated from the performance of their duties due to illness or injury.

(b) Immediate family illness shall include attending to the medical needs of an employee's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents, or any other person permanently living in the household.

(c) Sick leave may also be used for the purpose of keeping an appointment with a doctor up to a maximum of four (4) hours or actual time as documented by a physician or medical facility.

(d) Employees shall report to work if recovery from illness is made during their normal work hours.

(e) Sick leave may not be used for any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity, unless approved in advance by the Department Head or designee.

Section 3: Employees shall report their absence per departmental guidelines no later than one (1) hour before the beginning of their normal shift. It is recognized that there will be unforeseen emergencies that will preclude such notification and should that occur, notification of absence should be made as quickly as possible. Employees who do not provide one (1) hour or more notification may be asked to substantiate the reason for their non-compliance.

(a) For sick leave periods in excess of three (3) working days, a physician's certificate for returning to work shall be submitted by all employees upon their return to work to their respective supervisor.

(b) Upon returning to duty, the employee shall submit to their supervisor a completed leave form for the time absent from work. The CITY reserves the right to require the leave form to be completed on paper or in electronic format.

Section 4: Annual leave shall not be used in place of sick leave, except as previously approved or when sick leave is depleted.

(a) Any full-time employee who has exhausted their accumulated sick leave will use accrued annual leave.

(b) Should an employee exhaust their accumulated annual leave, they shall use leave without pay.

Section 5: "Excessive" sick leave usage is defined as an employee having six (6) sick leave incidents in a twelve (12) month period. The Department Head or designee can require an employee to submit a return to work certificate signed by a physician due to excessive sick leave.

(a) A sick leave incident is defined as any period of continuous absence for the same reason. Use of sick leave covered under an approved Family Medical Leave Act, or for family illness, or for a scheduled medical/dental appointment shall not constitute an incident of sick leave.

(b) Employees whose work record displays excessive use, pattern use or misuse of sick leave shall be notified of this by their Supervisor and/or Manager and are subject to progressive disciplinary action in an effort to change and correct this behavior.

Section 6: Each fiscal year, (defined as the beginning of the 1st pay period of the fiscal year that includes July 1st, through the end of the last pay period) employees with one (1) or more years of full-time service who use sick leave as outlined below, shall receive bonus days credited to their vacation accrual balance in July as follows:

Sick Leave Usage	Bonus Days Awarded
0-1 day	4 days
1.1 – 2 days	3 days
2.1 – 4 days	2 days

(a) Sick leave hours for approved FMLA leave will not be included when calculating eligibility for bonus hours. However, should the Family Medical Leave Act be amended where such absences would be considered disqualifying for such incentive payments, the parties agree to comply with such legislative changes.

(b) Absences for family illness as defined in Section 2 are not exempt when completing the calculations for Bonus Days unless the absence is covered by FMLA.

(c) Employees must be hired on or before June 30th to be eligible for Bonus Days during the fiscal year that follows their 1st anniversary date. Employees hired on or after July 1st become eligible at the beginning of the next fiscal year after their 1st anniversary date.

Section 7: Sick leave shall be paid at time of separation, provided the minimum required length of service is met and the separation is not the subject of disciplinary action. Sick leave pay out shall be computed based upon the employee's base hourly rate at time of separation as listed below:

Date Of Hire	Length Of Service	Type of Separation	% Of Accrued Unused Sick Leave Paid	Hours Paid Not To Exceed
July 1, 1995 or after	10 years (a) (b)	Termination or Retirement	50%	200 hours
July 1, 1995 or after	15+ years	Retirement	50%	300 hours
July 1, 1985 – June 30, 1995	10+ to 20 years	Termination (a)	75%	300 hours
July 1, 1985 – June 30, 1995	10+ to 20 years	Retirement	100%	500 hours
July 1, 1985 – June 30, 1995	20 + years	Retirement	100%	600 hours
July 1, 1985 – June 30, 1995	20 + years	Termination	75%	400 hours
Before June 30, 1985	23+ years	Termination	75%	800 hours
Before June 30, 1985	23+ years	Retirement	100%	1000 hours
Before June 30, 1985	23+ years	Pre-retirement death	100%	1000 hours

(a) In the event of an employee's death, the City shall pay 100% of the employee's unused sick leave up to six hundred (600) hours, even if they have not reached 10 years of service, to the beneficiary(s) as designated in the City provided Life Insurance form.

(b) Employees hired after July 1, 1995 who are sixty-five years of age or older and retire under the PERS System will be eligible for the sick leave payout even if they have not reached 10 years of service.

ARTICLE 19. OTHER LEAVES

Section 1: Bereavement Leave: An employee shall be granted up to three (3) work days off without loss of pay for a death in the immediate family within fourteen calendar (14)

days of notification of such death. In rare circumstances, this timeframe may be extended at the discretion of the Department Director or their designee. There is no requirement that the days be used consecutively, as actual funeral services are often delayed due to travel and other logistical issues. Immediate family is defined as an employee's spouse, child, father or step-father, mother or step-mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, or spouse's grandparents.

Bereavement leave shall be increased to one (1) work week when the death occurs 400 miles or more from the City of Henderson and the employee travels to that location.

Section 2: Military Leave: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

(a) The employee shall be given military leave without pay.

(b) During the period of military service the employee shall retain all rights to which they are entitled under the provisions of the Charter of the City, Civil Service Rules, and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credit shall not accumulate.

(c) After the completion of service the employee will be restored to their former position.

Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to their former position.

(d) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed 114 hours for 38-hour employees, or 150 hours for employees working (4) four (10) ten-hour shifts, or 120 hours for employees working (5) five (8) eight-hour shifts in any one calendar year. The employee shall file, with the CITY, a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The employee shall receive their regular compensation in addition to their military pay.

(e) An employee having reserve status that is activated to serve on a full-time basis due to an extended military action will receive additional compensation from the CITY, to supplement their military pay, up to the Member's regular base pay for the duration of this activation.

Section 3: Leave of Absence: Leave of Absence shall be granted as follows: Upon application to their Supervisor and Department Head, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without

prejudice to their status, providing that such application shall have first been approved by their Department Head.

Section 4: Jury Duty: Jury leave shall be granted for full-time employees called to serve on jury duty. Employees shall receive their regular pay and retain all jury pay. Those persons called but not selected to serve on the jury shall report back to work when excused.

Section 5: General Provisions of Family & Medical Leave Act (FMLA): The CITY agrees to fully comply with the dictates of Public Law 103.3., effective August 5, 1993.

Section 6: Employees will be allowed to donate annual leave at the employee's option in accordance with CITY Administrative Policy 004.

ARTICLE 20. EMPLOYEE BENEFITS

Section 1: Effective July, 2008, the CITY shall pay on behalf of each Bargaining Unit employee a maximum of $813.00 composite rate per month towards the cost of a health and welfare insurance premium, with increases as follows:

(a) Effective July 2009, the CITY agrees to pay a total maximum CITY contribution of $813.00 composite rate per month.

(b) Effective July 2010, the CITY agrees to re-open for negotiations with Teamsters Local 14 the amount of the maximum contribution rate per month for the following twelve months.

(c) Effective July 2011, the CITY agrees to re-open for negotiations with Teamsters Local 14 the amount of the maximum contribution rate per month for the following twelve months.

Section 2: The CITY shall transmit monthly the amount referenced in Section 1 to the insurance program designated in writing by the UNION.

Section 3: Should the CITY's contribution be insufficient to cover the monthly insurance premium cost, the employee hereby authorizes the CITY to deduct from their earnings a sufficient amount to cover such deficiency.

Section 4: The open enrollment period for the Health and Welfare Insurance Plan is June 1 through June 30 of each year.

Section 5: Should the UNION designate the Teamsters Trust as the insurance carrier for this group, the following shall apply to the funding of the Teamsters Security Fund for Southern Nevada:

(a) The CITY shall pay the contributions set forth in this Agreement to the Teamsters Security Fund monthly, by the 20th of each "contribution" month. Such contributions shall be based on the hours worked by each employee during the prior month known as the "work" month. Except for new

employees for whom the Trust must receive an additional three (3) months of contributions known as pre-funding contributions, the employee is eligible for benefits for the month following the contribution month, known as the "coverage" month.

(b) For a new employee who starts work on or after the 15th of the work month, a contribution shall not be paid by the 20th of the following month. The work month for this employee shall be their first full month of employment and the contribution month for said employee is the month following their first full month of employment.

(c) The pre-funding requirement for new hires is the receipt by the Teamsters Security Fund of three (3) months of contributions, as established by the Teamsters Security Fund for Southern Nevada and contained within the Summary Plan Description (SPD). Eligibility for new hires will commence after payment of all monthly contributions required to meet these pre-funding requirements.

(d) Eligible employees who transfer between Bargaining Units represented by the Teamsters will remain eligible for benefits upon payment of applicable contributions without additional pre-funding.

(e) The initial pre-funding requirement does not apply to existing employees who transfer into a Teamsters Bargaining Unit from a non-represented unit. Eligibility shall commence the month following payment of the applicable contribution.

EXAMPLE #1:

	WORK MONTH	CONTRIBUTION DUE	COVERAGE MONTH
HIRED	AUGUST 1	SEPTEMBER 20	
	SEPTEMBER	OCTOBER 20	
	OCTOBER	NOVEMBER 20	DECEMBER

In example #1, the employee hired August 1, 2004, would obtain initial eligibility on December 1, 2004, based on the receipt of three consecutive contributions, or four work months.

EXAMPLE #2:

	WORK MONTH	CONTRIBUTION DUE	COVERAGE MONTH
HIRED	AUGUST 16	OCTOBER 20	
	OCTOBER	NOVEMBER 20	
	NOVEMBER	DECEMBER 20	JANUARY

In example #2, the employee hired on August 16, 2004 would obtain initial eligibility on January 1, 2005. The CITY is not required to make a contribution on the employee's behalf for work month August. Eligibility is contingent upon contributions, and contributions are always based on work months.

EXAMPLE #3: Termination of Coverage

	WORK MONTH	CONTRIBUTION DUE	COVERAGE MONTH
	JUNE	JULY 20	AUGUST
	JULY	AUGUST 20	SEPTEMBER
TERM/QUIT	AUGUST 31	SEPTEMBER	OCTOBER

If an employee is terminated, or ends employment on or after the 15th of the month (scheduled days off are counted as workdays), the CITY is required to make a contribution for that month. In example #3, the employee would be covered until October 31, 2004.

EXAMPLE #4:

	WORK MONTH	CONTRIBUTION DUE	COVERAGE MONTH
	JUNE	JULY 20	AUGUST
	JULY	AUGUST 20	SEPTEMBER
TERM/QUIT	AUGUST 14	*	

*No contribution due

In example #4, the CITY is not required to make a contribution for August work as the employee did not work on or after the 15th of the month. The employee's eligibility will end on September 30, based on the contribution paid on August 20 for July work.

Section 6: The City will provide each employee covered by this agreement fifty thousand dollars ($50,000.00) in life insurance that will also include an accidental death and dismemberment benefit. This coverage ends upon termination or retirement.

Section 7: The City will provide a long-term disability benefit for employees covered by this agreement. This benefit will provide income security after a one-hundred eighty (180) day waiting period and the details of the plan are included in the summary plan description. General provisions include:

a) Payments for disability from the employee's own occupation for twenty-four months
b) Payments for disability from any occupation to age sixty-five
c) Payments of sixty percent (60%) of monthly base pay
d) Dollar for dollar off-set for income from other sources such as a PERS disability retirement

Section 8: During the term of this Agreement, the parties will continue to investigate the potential for the creation of an independent Trust that would provide a retiree medical subsidy to its beneficiaries.

ARTICLE 21. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS

Section 1: All eligible members shall be covered by a worker's compensation program of the CITY's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

Section 2: Employees injured on the job, with an accepted worker's compensation claim, will receive full salary while away from work due to their injury for a period not to exceed 570 hours for 9.5 hour employees and an equivalent number for other hourly work schedules.

(a) Worker's compensation payments received from the worker's compensation administrator will be endorsed back to the CITY by the employee in exchange for salary continuation.

(b) Any time charged to worker's compensation up to the 570 hours (for 9.5 hour employees and an equivalent number for other hourly work schedules) of salary continuation will not affect an employee's sick or annual leave accruals.

Section 3: Upon expiration of the 570 hours of salary continuation (for 9.5 hour employees and an equivalent number for other hourly work schedules), the employee continues to receive the worker's compensation benefit and may elect to use their sick leave, and then annual leave, to receive a full salary. Sick and annual leave usage will be calculated by the CITY's Finance Department.

Section 4: Contribution to the Health and Welfare Plan by the CITY shall continue during the time of disability or until termination per Section 6.

Section 5: Except for Section 4, an employee no longer on full pay status will cease to receive employee benefits; medical premiums excluded, but will retain the worker's compensation payments due the employee.

Section 6: If, as a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to their pre-injury position, the CITY may require a medical separation.

Section 7: In the event an employee is abusing their rights under Section 2 herein, the CITY may disallow the "salary continuation" benefit.

Section 8: Before the CITY grants any worker's compensation benefits, the employee must comply with the administrative procedures defined for this benefit The CITY may also request, at its option and expense, that the employee be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the employee a copy of their medical findings and opinion as to whether or not the employee is able to perform their normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The CITY

may further require the injured employee be available for temporary modified duty work as soon as possible after release by a qualified physician.

(a) Temporary modified duty assignments will be at the sole discretion of the CITY as provided in NRS 288.150 3(c)(2).

(b) Employees must accept modified duty assignment suitable to limitations established by physician to continue to receive benefits.

(c) Employees on temporary modified duty will not be eligible for out of class pay, standby pay, overtime pay or any other premium pay, except in the case of an emergency.

Section 9: The CITY will comply with the NRS Chapters 616 and 617, and the Nevada Administrative Code for rehabilitation of an employee with an industrial injury or occupational disease that resulted from employment with the CITY. An injured employee of the CITY may be returned to work with the CITY in any available position for which the employee is qualified and which accommodates the employee's physical limitations.

(a) The employee may be appointed to the position even if there is an existing list for the classification that does not contain the employee's name.

Section 10: An employee who is terminated per Section 6 of this Article will be eligible to apply for vacancies within the City for a period of one (1) year from the date of their medical separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an "internal candidate."

ARTICLE 22. COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS

Section 1: An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw their full wage against accrued sick leave, then annual leave accrued to their benefit.

Section 2: Contributions by the CITY to the Health and Welfare Plan on behalf of the employee will continue for a period of six (6) months or until paid leaves have been exhausted, whichever is longer.

Section 3: Upon exhausting the provisions of Section 5 of this Article, the CITY, at its sole discretion, shall determine whether the employee shall be retained in their current position and in CITY employment.

An employee who is terminated in accordance with this Section will be eligible to apply for vacancies within the City for a period of one (1) year from the date of their separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an "internal candidate."

Section 4: An employee incapacitated due to a non-work related injury or illness, may be assigned temporary modified duty.

(a) An employee requesting temporary modified duty shall submit the request in writing to their Manager and the Director of Human Resources, or designee, along with a letter from their physician outlining their restrictions and approximate date they could return to full duty.

(1) Human Resources shall review and forward the request to the employee's supervisor and Department Head for approval.

(2) The request for temporary modified duty must be renewed every thirty (30) days with supporting documentation from physician indicating progress toward a return to full duty status.

(3) The authorization for temporary modified duty can be denied or withdrawn and this action by the CITY is not subject to the Grievance Procedure.

(b) Temporary modified duty is assigned at the discretion of the CITY based on a physician's determination of the injured employee's ability to perform the job.

(c) An employee may be placed on temporary modified duty by the CITY and paid 100% of the employee's current pay grade, provided no current employee is displaced or laid off as a result of such placement.

Section 5: The CITY will provide job protection for an absence of up to a total of six (6) months, or to the extent the employee has any type of paid leave available, whichever is greater. If an employee has less than six months of paid leave available, the employee must use all of their paid leave to be eligible for this extended leave.

ARTICLE 23. RETIREMENT

Section 1: The CITY and the UNION agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

Section 2: The CITY agrees to continue to pay one hundred percent (100%) of contribution to the Public Employees Retirement System ("PERS").

Section 3: The CITY shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

Section 4: Should the law require an employee to pay a portion of increase to the Public Employees Retirement System, the CITY agrees to increase the base wage by the same figure.

ARTICLE 24. EMPLOYMENT STATUS AND DISCIPLINARY PROCESS

Section 1: Resignation: A full-time employee who resigns shall submit their written resignation in writing to their Department Head and give at least two (2) weeks notice.

The City Manager, on the recommendation of the Department Head and the Human Resources Director, with the concurrence of the employee, may shorten or waive the notice period.

Section 2: Temporary Employment Termination: Temporary employees may be terminated at such time as their assigned job is completed or funding for the project is exhausted. The decision to terminate a temporary employee is final and not subject to grievance or arbitration.

Section 3: Part-time Employment Termination: Part-time employees may be terminated at such time as their assigned job is completed, funding for the project is exhausted or any other reason as they are at-will employees. The decision to terminate a part-time employee is not subject to grievance or arbitration.

Section 4: Probationary Employment Termination: If during a probationary period an employee's performance or conduct is not satisfactory to the CITY the employee may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

Section 5: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 24 for any violation of any provision of this Labor Agreement. The CITY is committed to utilizing disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The CITY will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

Should the CITY initiate an investigation of alleged employee misconduct; the investigation will be completed along with any disciplinary recommendation, within fourteen (14) calendar days of the initial employee interview. Should circumstances preclude compliance with this timeframe, the Employee Relations Manager will notify Local 14 and provide an estimate for completing the investigation. If there is a disciplinary recommendation of suspension, demotion or termination, the required hearing with the City Manager or designee may occur after this fourteen (14) day period.

(a) Discipline Categories are: conduct, attendance and performance. Each category is defined below.

(1) Conduct Category:

(a) Insubordination;
(b) Alcohol or substance abuse on the job;
(c) Conduct unbecoming an employee;
(d) Conduct which discredits the CITY;
(e) Acts of moral turpitude;
(f) Granting an improper privilege;

(g) Threatening or striking another person;
(h) Intentionally falsifying CITY documents;
(i) Intentionally giving false statement during an investigation;
(j) Engaging or conspiring in the theft of CITY property or supplies;
(k) Theft of the personal property of others;
(l) Sexual or racial harassment action;
(m) Violation of the criminal laws of the United States, State of Nevada, or any other state of which, had it occurred in Nevada, would be a crime in Nevada;
(n) Violation of any provision of the Charter of the CITY
(o) Violation of department policies;
(p) Outside employment that conflicts or interferes with assigned duties;
(q) Improper use of one's employment with the CITY for the employee's personal and/or financial advantage;
(r) Unauthorized use and/or destruction of CITY property, equipment and/or materials;
(s) Solicitation as a CITY employee for money, goods, or services not specifically authorized by the City Manager or designee;
(t) Acceptance or solicitation of a bribe or any compensation intended to influence the employee in the performance of their duties for the CITY;
(u) Divulgence of any confidential material to anyone not authorized to receive it;
(v) Misconduct in office.

(2) Attendance Category: Employees who enter a progressive disciplinary process for attendance or tardiness will be notified of this in writing by management. This notification will clearly identify the unacceptable behavior and future expectations and consequences.

(a) Tardiness;
(b) Sick leave abuse;
(c) Unexplained absence from duty;
(d) Abandonment of post: An employee absent from duty in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the employee's Department Head shall make a reasonable effort to locate the employee.

(1) Reasonable effort to locate the employee shall be satisfied if the Department Head or Human Resources sends a certified letter with return receipt requested to the employee at the address shown in the employee's personnel file.

(2) Termination for abandonment of post shall be deemed to be for just cause.

(3) Performance Category:

(a) Safety: Willful violation of safety practices in performance of duties, including operation of CITY equipment and vehicles.

(b) Unsatisfactory Service: An employee who has completed the probationary period may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory. Unsatisfactory Service is:

(1) If the employee fails to perform the functions of the assigned position;
(2) If the employee fails to establish and maintain cooperative working relationships;
(3) Incompetence;
(4) Inefficiency;
(5) Neglect of duties.

(b) Types of Discipline: An employee whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, any one of, or combination of, the following types of discipline may apply: counseling, written reprimand, suspension, decision-making leave, demotion, probation, and/or termination.

(1) Informal Discipline: The identification of an employee's unsatisfactory behavior, and the opportunity given to the employee for correction. Informal discipline consists of counseling and oral warning.

(a) Counseling: Supervisor counsels the employee regarding their unsatisfactory behavior.

(b) Oral Warning: Supervisor provides clear warning that continued unsatisfactory behavior will lead to formal discipline.

(c) Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance issues without formal discipline.

(2) Formal Discipline: Continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from work, are subject to the formal discipline process. Formal discipline may consist of any one or combination of the following:

(a) Written Reprimand: An employee receives official written notice to correct continued unsatisfactory behaviors.

(b) Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance, conduct or attendance issues and such Plans will specifically identify formal discipline may result from non-compliance.

(c) Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing approved by the City Manager, or designee.

(1) An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law.

(d) Demotion: An employee may be demoted as a result of a disciplinary action. Demotion requires a pre-disciplinary hearing approved by the City Manager or designee.

(e) Decision-Making Leave: Paid or unpaid time away from work is provided so that the employee may decide on whether employment with the CITY is in their best interest.

(f) Probation: An employee may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.

(g) Termination: An employee may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination. Prior to termination, excluding temporary or probationary employees, the employee shall receive a pre-disciplinary hearing approved by the City Manager or designee.

(c) Discipline Records: An employee shall be notified in writing of any formal disciplinary action that could lead to suspension, demotion, decision-making leave, probation or termination. The employee shall have the opportunity to meet with the City Manager, or designee, prior to the proposed formal discipline, and may also respond to the proposed formal discipline in writing.

(1) Records of disciplinary actions, excluding informal discipline or oral warnings, will be retained in the employee's official personnel file for a one (1) year period.

(a) If one year has passed without any further disciplinary action and the document is not the subject of a pending investigation, the disciplinary record will be removed from the personnel file upon written request of the employee to the Human Resources Director.

(b) The Human Resources Director will respond to the employee's request to remove the discipline record within thirty (30) days.

(c) Performance evaluations are exempt from this Article.

(d) The employee shall have access to their personnel file, along with the employee's representative. An employee may insert into their personnel file a rebuttal statement in response to written reprimands or negative commentary in the file.

(e) Any written record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 25. RE-EMPLOYMENT

Section 1: An employee who has resigned from employment with the CITY may request to be placed on a rehire list within twelve (12) months from their final employment date, upon approval of the Department Head in the last department served, and the Human Resources Director.

Eligibility to remain on a rehire list will expire one (1) year from placement on the list.

Section 2: Rehired employees must demonstrate the ability to meet the minimum requirements for the position (i.e., typing, psychological examination, physical examination, etc.) but will not be required to retake the entry level tests (written examination and oral review board.)

Section 3: Reappointment is subject to interview by the appointing authority, and rehired employees will be required to serve an initial probationary period of one (1) year.

ARTICLE 26. SAFETY AND HEALTH

Section 1: It is the policy of the CITY to provide a place of employment which is free from recognized hazards that are causing or are likely to cause harm to its employees. The CITY will do everything reasonably necessary to protect the lives, safety, and health of its employees.

Section 2: Employees covered by this Agreement shall not be employed in riots or other civil disorders without police or equivalent protection, and shall not be employed as strikebreakers.

Section 3: The CITY shall provide protective clothing as required by law or as it deems appropriate through the clothing allowance defined in Article 6 or directly to employees.

Section 4: An employee who observes any unsafe working condition or machinery shall promptly notify their immediate Supervisor, the Chief Shop Steward or Safety Officer.

Section 5: Should the Supervisor and Manager conclude that the working condition or equipment is safe and the employee insists to the contrary, the matter shall be brought to the attention of the Department Head or designee, City Safety Officer or designee, and the Head Shop Steward or their representative. If the matter cannot be resolved by the Department Head or designee and the Head Shop Steward, or

if the Head Shop Steward is not available within a reasonable time under the circumstances, the Department Head or designee shall take action deemed appropriate, subject to the UNION's rights under Article 32.

Section 6: Employees who in the course of their duties fail to observe or correctly apply established safety practices or do not use appropriate safety equipment as provided by the CITY shall be subject to disciplinary action. The foregoing also applies to the operation of CITY equipment and CITY vehicles.

ARTICLE 27. RULES AND REGULATIONS

Section 1: It is agreed that the Civil Service Rules of the CITY shall not apply to any subject matter addressed, referred to or provided for in this Agreement and that all matters so addressed, referred to or provided for in this Agreement shall be controlled exclusively by the provisions herein contained to the preemption and exclusion of said Civil Service Rules.

Section 2: The CITY shall present to the UNION copies of department rules, if any, and shall post such rules on a bulletin board. The CITY shall provide a bulletin board in a location agreeable to both the UNION and the CITY.

Section 3: The bulletin board may also be used by the UNION to post proper notices of interest to the employees. The UNION agrees to submit two (2) copies of all notices it desires to post to the City Manager, or designee, prior to posting. The UNION further agrees that it will not use the bulletin board for the purpose of disparaging the CITY or its duly authorized representatives or for any purpose other than the announcement of the business activities of the UNION as they relate to the employees in the Bargaining Unit.

The CITY will allow the use of the CITY's e-mail system to notify the Bargaining Unit members of upcoming and special UNION meetings. The CITY and UNION will mutually agree on the content of the e-mail.

Section 4: Nothing in this Agreement shall be interpreted or applied to cause the CITY or the UNION to violate their policy of non-discrimination. The CITY and the UNION shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religion, creed, color, national origin, handicap, sex or age.

ARTICLE 28. MANAGEMENT RIGHTS

Section 1: The CITY and the UNION agree that the CITY possesses the sole right to operate the CITY and that all management rights remain with the CITY. These rights include, but are not limited to, the following:

(a) The right to hire, direct, assign, promote, transfer, classify, suspend, demote, discharge, or discipline employees.

(b) The right to maintain the efficiency of its operations.

(c) The right to relieve any employee from duty, to reduce in force or lay off any employee because of lack of work or lack of funds, or for any other legitimate reason.

(d) The right to determine appropriate staffing levels and work performance standards.

(e) The right to determine the content of the work day including the work load, the number of days which will constitute the work week, the number of hours which will constitute the work day, and the specific day to be designated as payday.

(f) The right to determine the quality and quantity of services offered to the public, and the manner and means of offering those services.

(g) The right to issue, amend or revise policies, rules, regulations and practices it deems necessary to carry out all managerial and administrative prerogatives.

(h) The right to establish, change, combine, or eliminate jobs, positions and job classifications.

Section 2: The CITY's failure to exercise any prerogative or function hereby reserved to it, or the CITY's exercise of any such prerogative or function in a particular manner, shall not be considered a waiver of the CITY's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement. Notice requirements set forth in this Agreement shall not be deemed as a limitation on the CITY's right to exercise the prerogatives provided by this Article or the Nevada Revised Statutes.

ARTICLE 29. UNION REPRESENTATION

Section 1: The UNION's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the CITY during any shift to investigate working conditions of unit employees, to assist in the settlement of grievances arising under this Agreement, and to post notices regarding UNION activities provided they notify the CITY's designated representative of their presence.

Section 2: The CITY and the UNION will work collaboratively to ensure new hires receive a comprehensive explanation of their employee benefits provided by the Teamsters' Security Fund of Southern Nevada and the CITY. The CITY will provide thirty (30) minutes during the new hire on-boarding process for Local 14 to discuss potential union membership with employees hired into positions covered by this agreement.

Section 3: It is agreed that the UNION representative(s) shall not interfere with the efficient operation of the CITY. The Chief Shop Steward will provide timely notice to management of the need to utilize a Shop Steward during normal work hours.

Section 4: The CITY agrees to allow five (5) employee representatives and the Chief Shop

Steward to sit at the bargaining table for the purpose of negotiations subject to work schedules of the employees. Employee committee members shall not suffer loss of pay or deduction from leave time.

(a) If for any reason additional employees are needed for informational purposes, upon agreement by the CITY and the UNION, said employee(s) will be called in the meeting without loss of pay or leave time.

(b) On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

Section 5: The CITY agrees to provide two-hundred twenty-eight (228) hours paid leave per fiscal year for use of the Teamsters Local No. 14 Shop Stewards or designee to conduct UNION business, i.e., conventions, seminars, and training.

(a) The Secretary/Treasurer or designee of Teamsters Local No. 14 will determine the use of leave.

(b) Teamsters Local No. 14 agrees not to exceed two (2) individual requests for leave at one time. All leave will be pre-approved by the Department Head or designee. This leave may be denied as any other leave contained in this Agreement.

(c) It is further understood and agreed that the two-hundred twenty-eight (228) hours of leave is the maximum combined time allowed for all three Bargaining Unit Agreements. This time will not accumulate and has no cash value to the individual or the UNION.

(d) It is understood by all parities that Union Leave shall not be used for political purposes that is in direct conflict with the CITY or City related matters.

Section 6: The City and Teamsters Local 14 have reached agreement to create a Union Liaison position and Local 14 will designate who will occupy this full-time position. The details of this agreement are contained in the associated Memorandum of Agreement.

ARTICLE 30. CHECK-OFF

Section 1: The CITY agrees to deduct union membership dues from the paycheck of each Bargaining Unit employee who has signed and authorized the payroll deduction.

(a) The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

(b) The UNION will certify to the CITY, in writing, the current rate of union membership dues.

(c) The CITY will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

Section 2: The CITY shall remit union membership dues to the Treasurer of the UNION within fifteen (15) days after such deductions.

Section 3: The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

Section 4: The CITY will not be required to honor any biweekly deduction authorizations that are delivered to the Payroll Section after the beginning of the pay period during which the deductions should start.

Section 5: The UNION agrees to refund to the CITY any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 31. LIABILITY INSURANCE

The CITY shall provide liability protection for every member of the UNION. The form of such protection shall be via self-funded or private carrier at the discretion of the CITY. The CITY shall indemnify and defend pursuant to the provisions of NRS 41.0349 and NRS 41.0339, respectively.

ARTICLE 32. GRIEVANCE PROCEDURE

Section 1: The purpose of the Grievance Procedure shall be to settle all grievances between the CITY and the UNION as quickly as possible to insure efficiency and promote employee morale. Should any employee, group of employees, or the CITY feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought as follows:

Section 2: In order to promote harmony, the UNION and the CITY agree that the employee is encouraged to discuss matters in dispute with the immediate supervisor first.

Section 3: All grievances must be filed in writing, within ten (10) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) calendar days of the date the employee could reasonably be expected to discover the alleged improper payment.

Step 1: The grievance shall first be discussed among the Union Steward, the employee, their immediate supervisor and Department Management within ten (10) calendar days of its filing. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2: Within seven (7) calendar days from the date of informal discussion with their immediate supervisor and Department Management, but not later than fourteen (14) calendar days after the act or omission giving rise to the grievance, the Union Representative shall present the grievance, in writing, to the Department

Head or their representative. The Department Head or representative shall arrange for such meetings with the UNION and make such investigations as are necessary. The Department Head shall respond in writing to the aggrieved within seven (7) calendar days of their receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 3.

Step 3: In issue of suspension or termination, the UNION may immediately proceed to Step 3. Within seven (7) calendar from receipt of the written response from the Department Head, the Union Representative shall present the grievance, in writing, to the City Manager, through the Manager of Employee Relations or Human Resources Director, accompanied by all correspondence and existing evidence on the matter. The City Manager or designee, after consultation with the aggrieved employee and/or Union Representative, will then make a determination, within seven (7) calendar from the date of submission.

Step 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the UNION, the parties may mutually agree to request alternate dispute resolution through Federal Mediation and Conciliation Service (FMCS).

Step 5: If a mutually satisfactory settlement cannot be reached through Step 4, the UNION or the CITY shall have the right to refer the matter to an arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within ten (10) calendar days of the Step 3 response or the date of the Step 4 mediation with the FMCS. Should the ten (10) days elapse without written notification, the grievance shall be deemed withdrawn with prejudice. In the event that Teamsters Local 14 chooses not to pursue a grievance involving a termination, the employee filing a grievance may pursue the matter, without the assistance of Teamsters Local 14, in accordance with the remainder of this article. Any individual utilizing this option will be required to sign a waiver releasing Teamsters Local 14 from any additional responsibility and/or liability related to this employment action.

All costs incurred by the employee, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the employee. Should the former employee choose to arbitrate their dispute, both the City of Henderson and the former employee will be required to place ten thousand dollars ($10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 8 of this procedure. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

Step 6: In the event the CITY and the UNION proceed to arbitration, the parties shall jointly request from the Federal Mediation and Conciliation Service the names of five (5) arbitrators.

One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. Such arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.

Step 7: The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.

Step 8: The arbitrator's decision shall be final and binding, and the cost for arbitration shall be born equally between the UNION and CITY. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 4: Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.

ARTICLE 33. STRIKES AND LOCKOUTS

Section 1: There shall be no lockouts by the CITY, or strikes or suspension of work, slow-downs, or sick-outs, excluding bona fide illness, by the UNION or by the employees. This Agreement is a guaranty by the parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance process as outlined in Article 33 of this Agreement.

Section 2: Picketing. Unless otherwise prohibited by federal or Nevada law, notwithstanding any other provision of this Article, it shall not be a violation of this Agreement, or cause of discharge or other disciplinary action, if an employee refuses to enter upon any property involved in a lawfully constituted picket line, sanctioned by the UNION. This exception to Section 1 of this Article shall not apply in cases of emergency or need to maintain essential services.

Section 3: Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 34. OUTSIDE EMPLOYMENT/SECONDARY EMPLOYMENT

Section 1: All employees covered by this Agreement who wish to work another job in addition to their current CITY position, must receive prior written approval from their Supervisor, Department Head and the Human Resources Director. The CITY shall not reasonably deny outside employment requests. The request must be executed within a reasonable time. The CITY reserves the right to deny or revoke any outside employment request.

Employee's prior written approval for non-paid positions is required to ensure their volunteer service does not conflict with their existing CITY position.

Section 2: Employees shall not engage or invest in any secondary employment, or invest in any business venture, or transaction that:

(a) Is incompatible with the proper discharge of the employee's or CITY's official duties;

(b) Creates a conflict of interest with the employee's duties on behalf of the CITY;

(c) Brings the CITY or its employees into any general disrepute or discredit; or

(d) Impairs the employee's efficiency or independence of judgment in the performance of official CITY duties.

Section 3: Employees who accept a fulltime position with the CITY must accept the offer with the full intention of making the CITY their primary employer.

Section 4: Employees must renew their outside employment request annually.

ARTICLE 35. WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the CITY and on behalf of the UNION hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations they represent during the term of this Agreement.

ARTICLE 36. SAVINGS CLAUSE

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void or unenforceable by the City Attorney or a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement. Upon such invalidation the parties agree immediately to meet and negotiate modifications of such parts or provisions affected. Those parts not declared void or unenforceable shall remain binding upon the parties.

ARTICLE 37. SOLE AND ENTIRE AGREEMENT

Section 1: The parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the parties may sign.

Section 2: The CITY and the UNION agree that each shall pay one-half the cost of printing this Agreement.

ARTICLE 38. REDUCTION IN FORCE

Reduction In Force, and the manner in which it is executed, applies to all Teamster represented positions only. Employees who have worked in any of the collective bargaining agreements between Teamsters Local 14 and the CITY, retain seniority and reduction in force rights for previously held positions within those Contracts. City of Henderson employees working outside of these Contracts have no seniority rights to return to a previously held position within these Contracts.

Section 1: A Reduction In Force may take place upon approval of the City Council and is defined as any involuntary separation wherein management eliminates a position.

(a) The CITY may eliminate any position.

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

Section 2: When a position is reduced and/or a Reduction In Force takes place, the following procedure will apply:

(a) All temporary and regular part-time would be laid off first. Employees that are serving the twelve (12) month probationary status within the classification that is to be reduced shall be laid off next. Should a probationary employee be laid off for a period of time longer than they worked for the City and are subsequently rehired, they will be required to serve a full 12 month probationary period. If rehired before that timeframe, they will be given previous credit towards the completion of their probationary period.

(b) Regular employees whose positions are reduced shall be permitted to exercise their CITY seniority to move laterally or downward to a position which they previously held within the CITY.

(c) Regular employees who, as a result of a Reduction In Force, are placed into previously held classification may be subject to a training period of up to six (6) months. Should the employee be unable to safely and effectively perform the work of this classification, the Human Resource Director and President of Teamsters Local 14 will meet to negotiate an appropriate solution.

(d) Regular employees who are not placed in other positions may elect to accept the Reduction In Force or pursue displacement procedures.

(e) Displacement procedures will take place in the following order:

(1) Once a position within a classification has been identified for elimination within a department, the least senior employee in that position within the department will be first to be displaced.

(2) The displaced employee will, in turn, displace the least senior employee in the classification working in another department.

(3) If there are no other positions within the classification, the regular employee whose position has been reduced will displace the least senior employee in any equal or lower paying position previously held by that regular employee or be placed in a vacancy in the highest paid position available that the employee previously held.

(4) An employee who has been displaced as a result of this procedure will have the same rights under Section 2(e)(3) as the employee whose position was initially reduced.

(5) If the displaced employee does not meet the requirements of the previously held classification due to changes in the classification or employee qualifications, or if the classification no longer exists, the employee's qualifications will be reviewed by the Human Resources Director or designee to determine if there are other placement options within the CITY.

(6) Employee(s) who exercise their seniority rights to return to a previously held position will be paid at the top rate for that position. The change to the employee's rate of pay will occur at the beginning of the 1st full pay period in the previously held position.

(7) Employee with seniority rights to a previously held position(s) may waive this right and volunteer for layoff from the reduced classification. The employee would be placed on the Reduction in Force Eligibility List and subject to recall to vacancies in that classification only.

Section 3: Return to Former Classification Lists: If an employee(s) is involuntarily reduced from their classification and working for the City in an equal or lower paying position, they will be recalled to their previous classification by City seniority. Such employees will return to the Step in the wage schedule they held when they were initially reduced from that classification and be given credit for previous time spent at that Step of the wage schedule.

Section 4: Reduction In Force Eligibility Lists: If all displacement options have been exhausted, employees will be placed on a Reduction in Force Eligibility List for all classifications within the CITY for Teamster represented positions. Employees will remain on the Reduction in Force Eligibility List for those classifications for a period of three (3) years, or a period equal to their length of employment, whichever is less.

(a) The Reduction In Force Eligibility Lists will have precedence over all other Eligibility Lists.

(b) Displaced employees on Reduction In Force Eligibility Lists will be considered eligible for in-house recruitment within the CITY for a period of

three (3) years, or a period equal to their length of employment, whichever is less.

(c) If more than one employee is placed on the Reduction In Force Eligibility List, the employees will be ranked by CITY seniority. The employee with the most CITY seniority will have the first option when a Teamster represented position becomes available that the individual qualifies for as determined by the Human Resources Director or designee.

(d) An employee who is placed in a position they have not previously held from such a Reduction In Force Eligibility List will be required to serve a qualifying period once the Human Resources Director or designee certifies the employee's qualifications. An employee who is placed in a position they have previously held from such a Reduction In Force Eligibility List will not be required to serve a qualifying period once the Human Resources Director or designee certifies the employee's qualifications. The employee would be placed at the highest Step of the wage schedule in a previously held position or at the entry level of pay if they have never held the position.

(e) City seniority does not accrue during the period of layoff. If recalled before the expiration of the timeframes in Section 4 (b), the employee would establish a new seniority date reflecting their previous service and subsequent benefit accruals will reflect their newly adjusted seniority date. If an employee is not recalled per the provision of Section 4 (b) and is subsequently rehired, they would be considered a new hire for City seniority and benefit purposes.

(f) Upon acceptance of a position, the employee's name will be removed from all Reduction In Force Eligibility Lists.

Section 5: Recall from Layoff: Employees on Reduction In Force Eligibility Lists waive all reinstatement privileges if they fail to respond to a re-employment notice within fifteen (15) calendar days after a certified notice is mailed to the last known mailing address. Failure to respond to said notice will result in removal from all Reduction In Force Eligibility Lists.

ARTICLE 39. DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The CITY and the UNION agree that the Civil Service Rules of the CITY shall be the general rules by which the CITY administers its duties and rights with respect to the conditions of employment of Bargaining Unit employees except as hereinafter provided.

Appointing Authority: Persons having power by law or by lawfully delegated authority to make appointment to positions, terminate an employee, and other matters relating to their employment.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the salary schedule established by this Agreement.

Bereavement Leave: Leave granted to an employee due to the death of a member of the employee's immediate family as defined by this Agreement.

Call-Back: When an employee has completed their regular shift and is not in pay status and/or on normal days off and is called to return to work and is required to report within twelve (12) hours of that call. This applies to all employees hired prior to July 1, 2008. Employees hired after July, 1, 2008, refer to PERS website: www.nvpers.org

Call-Out:

a) Overtime scheduled with less than twenty-four (24) hours notice
b) Overtime scheduled after the completion of the regular shift or when an employee is on their days off and the employee is NOT required to report for the overtime assignment within twelve (12) hours of the time of the call.

Cause: A factual reason cited by the CITY that is used to issue disciplinary action. Cause would normally include, but is not limited to, charges of inefficiency, incompetence, insubordination, moral misconduct, habitual tardiness or absenteeism, abuse of sick leave, and violation of published department work rules.

CITY: City of Henderson

City Manager: The person designated as the chief executive officer having final authority by law in all matters relating to employment in the CITY, except as provided by this Agreement.

City Seniority: Continuous service, not broken by dismissal, resignation, reinstatement, commencing on the date of hire as a regular full-time employee.

Classification: A group of positions which have essentially similar duties and responsibilities, are allocated to the same salary range by this Agreement, and are designated by the same general title.

Classification Seniority: An employee's total length of service within a classification.

Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Compensatory Time Off: Time off with pay in lieu of overtime pay

Decision-Making Leave: One day's leave imposed with or without pay, issued in the disciplinary process whereby an employee is provided an opportunity to decide whether he wishes to continue employment with the CITY.

Demotion: Movement of an employee from one classification to a different classification that is on a lower salary grade than the original classification.

Emergency: A situation or occurrence of a serious nature, (i.e. threat of life or property) developing suddenly and unexpectedly and demanding immediate attention.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy.

FMLA (Family Medical Leave Act): The U.S. Family and Medical Leave Act of 1993 outlines the family care and medical conditions under which an employee may take time off for a limited time period, with job protection, provided the employee returns to work.

Gender Definition: In accordance with NRS 0.030, and except as otherwise expressly provided in a particular statute or required by this context:

(a) the masculine gender includes the feminine and neuter genders;
(b) the singular number includes the plural number, and the plural includes the singular;
(c) the present tense includes the future tense.

The use of a masculine noun in conferring a benefit or imposing a duty does not exclude the female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Holiday: A day set aside for the special observance of a memorable event or occasion.

Immediate Family: An employee's spouse, child, father, step-father, mother, step-mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents.

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of family illness sick leave for a scheduled medical/dental appointment shall not constitute an incident of sick leave.

Job Family: Job Families are groups of occupations based upon work performed, skills, education, training, and credentials having cclassifications with promotional progressions i.e. Administrative Assistants.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 and 617.

Lateral Transfer:
A lateral transfer is a move from one position to another position at the same salary grade in the same or a different department.

Negotiations: The process of collective bargaining between the CITY and the UNION that determines the contract between the CITY and the UNION.

Normal Work Day: The hours normally required for an employee to work any one day or one shift pursuant to the terms of this Agreement.

Normal Work Week: An employee's normal work week will be as designated depending upon work site and classification assignment.

NRS 288 –The section of Nevada Statue, titled "Relations Between Government and Public Employees" that provides for discussions and resolution of differences regarding wages, hours, and conditions of employment."

Overtime: Time that an employee works in addition to the employee's normal work schedule.

Part-time Employee: An employee, not represented by the classified service, who works less than the equivalent of full-time hours in a calendar year and whose base hourly pay constitutes their entire compensation.

Probationary Employee (Initial Hire): An employee who has not completed the initial (1) one-year probationary period of employment and whose regular appointment has not been confirmed. Probationary employees may not appeal separation from CITY employment for performance or disciplinary reasons through the grievance procedure of this Agreement.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position. Such advancement carries more responsibility and an increased salary.

Qualifying Period: A regular employee appointed, transferred, or promoted to a non-temporary classified position in the CITY may be required to serve a qualifying period prior to confirmation of the appointment.

Recovery Time: For every hour worked (partial hour) on call-out, or call-back or regular overtime during the eight (8) hour period immediately prior to the employee's regular shift, the employee will be allowed to take the following day, an equivalent number of hours at their regular rate of pay, CITY-paid recovery time. Recovery time should normally be used at the beginning of the regular shift to ensure the employee has had adequate rest before working their normal shift hours.

Reassignment: The movement of an employee or a position from one work unit to another within the organization with no change of classification.

Reclassification: The movement of an employee from one classification to another classification resulting from significant changes in assigned duties and responsibilities.

Regular Employee: One who has successfully completed their initial probationary period.

Removal of Disciplinary Records: The process by which CITY management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from CITY files.

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification.

Salary Schedule: The range structure for allocation of classifications wages as established by this Agreement.

Shift: The hours which an employee is normally scheduled to work on any normal work day.

Stand-By: Compensation earned for holding oneself ready for duty while off duty.

Step Increases: Annual salary increases as outlined in the contract.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary employees: Employees whose position will be staffed for six months or less.

UNION: Teamsters Local 14

Termination: The separation of an employee from employment with the CITY.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

Wages: Salary agreed to in this Agreement.

Within-Grade Increase: A salary increase given to an employee, whose current salary is below the tip of the range, after successful completion of a probationary or qualifying period. The increase will be equal to the top of the range for that classification.

Working Out of Classification: Situation occurs when an employee is assigned to spend the majority (more than fifty [50%] percent) of his/her time performing duties in a higher existing classification.

Work Week: Official, regular, full-time workweek certified by a public employer.

ARTICLE 40. DURATION OF AGREEMENT

Section 1: This Agreement, dated July 1, 2008, shall be effective through June 30, 2012.

Section 2:

(a) The parties agree to open Article 4 Wages and Article 20 Employee Benefits on or before April 1, 2010 to negotiate a potential base wage increase and additional funding to the Teamster Security Fund of Southern Nevada. Both parties retain all rights under NRS 288 and each issue subject to negotiations may be arbitrated individually.

(b) The parties agree to open Article 4 Wages and Article 20 Employee Benefits on or before April 1, 2011 to negotiate a potential base wage increase and additional funding to the Teamster Security Fund of Southern Nevada. Both parties retain all rights under NRS 288 and each issue subject to negotiations may be arbitrated individually.

(c) In the event either party desires to open negotiations concerning a subject which would require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2012.

(d) In the event either party desires to open negotiations concerning a subject which would not require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2012.

Section 3: In the event the parties cannot negotiate a new Contract, it is agreed that the parties shall comply with statutory impasse procedures.

Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

Henderson Police Department Addendum - Clerical Technical

This addendum contains terms and conditions specific to Teamster Local 14 represented positions within the Henderson Police Department. All contract language that is not explicitly modified in this addendum remains intact and valid for such employees.

ARTICLE 9. SENIORITY

Section 1: CITY seniority is continuous service, not broken by dismissal or resignation without reinstatement, commencing from the date of hire as a regular full-time employee. CITY seniority shall apply for vacation bids. It is understood between the CITY and the UNION that this is not intended to detract from those matters which are clearly a management right.

(a) If two employees' dates of hire are the same, the tiebreaker shall be based on their ranking on the eligibility list from which they were hired. Should their ranking be identical, ranking of last names will be used.

Section 2: Classification seniority will be established for positions within the Henderson Police Department that are subject to multiple shifts within the same work day. If a classification becomes subject to shifts other than day shift, classification seniority dates will be established before the new shift(s) are established. Classification seniority will be used for all matters of choice, including shift bids and overtime selection. Classification seniority is the date the employee is assigned to the position as a full-time employee.

(a) If two employees' classification seniority dates are the same, the tiebreaker shall be based on their ranking on the eligibility list from which they were hired or selected into the position. Should their ranking be identical, CITY seniority would apply and if CITY seniority is not applicable or is the same date for multiple employees, the alphabetical ranking of last names will be used.

Section 3: Once accumulated, classification seniority in previously held positions is retained by employees who promote, demote (either voluntarily or involuntarily) or are reclassified to another classification within the CITY. For example; an employee works in a classification for two (2) years, promotes to a new position and then returns to their previous classification one (1) year later. The employee's original two (2) years of classification seniority is retained and they would be placed on the classification seniority list reflecting two (2) years of seniority. However, if an employee leaves a classification in which the held classification seniority and do not return to that classification before the amount of time equal to the time spent in the classification, they will lose their previous classification seniority and establish a new classification seniority date. For example: an employee works in a classification for two (2) years, promotes to a new position and then returns to their previous classification three (3) years later. The employee's original two (2) years of classification seniority is forfeited and they would be placed on the

classification seniority list on the date they return. This provision applies to a both voluntary and an involuntary return to a previous classification.

No classification seniority accrues when working out-of-class in a higher classification on a temporary basis or when regularly assigned to a different classification through promotion, demotion or reclassification.

ARTICLE 10. PROMOTION

Section 1: All promotions shall be subject to a qualifying period of up to six (6). The qualifying period does not begin until the employee has been released from the formalized training program for the classification. Employees will be notified in writing that their training program has been completed and the date their qualifying period begins.

ARTICLE 11. SHIFT ARRANGEMENT

Section 2: Whenever deviations from .....

(d) Concerns related to the CITY's use of the provisions in Section 2 of this Article should be discussed promptly and the parties agree to conduct quarterly labor/management meetings covering all issues within the Police Department.

Section 3: Unless otherwise determined by the CITY, the normal workday shall be nine and one-half (9.5) hours. The normal CITY workweek shall be thirty-eight (38) hours. Any unusual circumstances causing deviation from the normal workweek and normal workday hours shall be discussed by the UNION and the CITY.

Section 8: Communications Operators I & II will bid shifts annually using classification seniority. Should the timing of the shift bid change from the current December bidding schedule, the parties acknowledge the vacation preference process defined in Article 17 Section 3 would be modified to coincide with the shift bid process.

1) Mid-year Vacancies: The parties acknowledge that the CITY determines the required staffing level for each squad and those staffing levels are subject to modification at the CITY's discretion. A transfer, promotion, resignation or retirement from a squad does not create an obligation for the CITY to fill that vacancy on that squad.

(a) "Squad Preference Lists" will be established upon ratification of this agreement. Employees may apply for any or all squads in which they are interested and are free to remove their name from any squad preference list at any time. Employees will be listed in classification seniority order from the most to least senior employees and the lists will be made available to all Center employees. These lists will be used to populate mid-year vacancies on a particular squad. A senior employee is not

obligated to go to a particular squad if they are offered a vacancy on another squad and employees are encouraged to avoid placing their name on a preference list when they know they have no interest in that squad. The number of employee movements due to a mid-year vacancy will not be limited and the process will continue until the new employee is placed on a shift consistent with their classification seniority.

(b) New or promoted employees who have been completed their training program will be placed on a squad for up to ninety (90) days before they are subject to placement through this process. If this ninety (90) day period ends within 30 days or less from the annual shift bid, no squad changes will be made until the annual rotation. Conversely, if the ninety (90) day period ends within the 1st 30 days after the effective date of the annual bid, this vacancy will be included in the semi-annual squad preference process.

(c) In rare circumstances, a new employee may require monitoring beyond this 90-day period. Should this occur, the City will provide Teamsters Local 14 written notification of this extension, identifying the current challenges and concerns and providing an approximate date for the release of the position for squad preference consideration.

The parties will review the process through its labor/management meetings during 2009. Should it be determined that this process is not sustainable, or needs modification, an alternative process will be created for mid-year vacancies.

Section 9: Detention Center Technicians and the Detention Center Command Staff will establish a shift preference process that allows senior employees to move to vacant positions once they have been identified by management as a regular full-time vacancy and to accommodate an annual shift bidding process. Mid-year vacancies will be managed consistent with the process currently in place and senior employees will not be displaced from their preferred shift to accommodate the observation of trainees.

Section 10: Crime Scene Analyst and the designated Command Staff will establish a shift preference process that allows senior employees to move to vacant positions once they have been identified by management as a regular full-time vacancy and to accommodate an annual shift bidding process.

ARTICLE 12. LUNCH AND REST PERIODS

Section 1: Each employee shall be granted one-half (1/2) hour for lunch, and such time shall be allowed to the extent possible after four and one-half (4-1/2) hours from the beginning of the regular shift and before the end of six (6) hours from the beginning of the regular shift.

(a) Central Control Room Operators and Detention Center Technicians working on a scheduled twelve (12) hour shift shall be allowed two rest periods: one (1) fifteen (15) minutes and one (1) thirty (30) minutes. These classifications receive a (1) one hour paid lunch.

1. Detention Center personnel may receive two (2) meals per shift from the facility kitchen consistent with the daily menu.

2. Meals provided by the CITY should be consumed within the Detention Center.

(b) Communications Operator I: (40 Hours) will be allowed two (2) fifteen (15) minute breaks. This classification will also be allowed a one (1) hour paid lunch. Lunch on CITY time is to allow for the immediate recall of the Communications Operator to the Communications console. All other rest periods on CITY time must be taken within the facility.

(c) Communications Operator I: (38 Hours) will be allowed two (2) fifteen (15) minute breaks. This classification will also be allowed a thirty (30) minute paid lunch. Lunch on CITY time is to allow for the immediate recall of the Communications Operator to the Communications console. All other rest periods on CITY time must be taken within the facility. These parameters would apply to Central Control Room Operators, Detention Center Technicians and Cooks that are assigned to a thirty-eight hour schedule. Should a thirty minute lunch be modified to one hour, one half hour paid and one half hour unpaid and the Communications Operator is required to work through their unpaid lunch period and are not provided a lunch period later in the shift, they will be entitled to regular overtime for the period of time they were not relieved, up to thirty minutes.

(d) Court Personnel may have their lunch break adjusted where court sessions mandate such adjustment.

(e) Parking Enforcement Attendant shall be allowed a one (1) hour unpaid lunch, or may take one-half (1/2) hour unpaid lunch with supervisory approval.

(f) Detention Center Cooks shall be provided a thirty (30) minutes paid lunch during the regular shift.

ARTICLE 15. OVERTIME, CALL-OUT, CALL-BACK, RECOVERY TIME AND STANDBY PAY

Section 2: The definition of call-out for employees working in seven day/twenty four hour operations within the Police Department is amended to required forty-eight (48) hours notice. This includes the Crime Scene Analyst classification.

ARTICLE 16 HOLIDAYS

Section 1: Employees working twelve (12) hour shifts receive six (6) hours of holiday pay for Christmas Eve. Employees working a night that begins on December 23rd would be eligible for holiday pay for the last half of their shift on December 24th. Employees working a night shift where the 1st half of the shift is on December 24th

would receive half of a shift of holiday pay, or banked hours plus their regular hours worked at their regular rate until midnight on Christmas Eve.

ARTICLE 16 HOLIDAYS

Section 7: For the term of this agreement and as a final buy out of the Columbus Holiday conversion, Communications Operators I & II, Central Control Room Operators and Detention Center Technicians assigned to work their regular hours on the formerly observed Columbus Holiday, will receive double time for their regular work hours that day.

ARTICLE 18 SICK LEAVE

Section 1: Employees assigned to 12 hours shifts of 3 days in one work week and 4 days in the following work week will accrue 12 hours of sick leave each month.

ARTICLE 24: EMPLOYMENT STATUS AND DISCIPLINE

Section 5: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 24 for any violation of any provision of this Labor Agreement. The CITY is committed to utilize disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The CITY will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

Should the CITY initiate an investigation of alleged employee misconduct; the investigation will be completed along with any disciplinary recommendation, within fourteen (14) calendar days of the initial employee interview. Should circumstances preclude compliance with this timeframe; the Employee Relations Manager will notify Local 14 and provide an estimate for completing the investigation. If there is a disciplinary recommendation of suspension, demotion or termination, the required hearing with the City Manager or designee may occur after this fourteen (14) day period.

Investigations of alleged misconduct or performance deficiencies for employees working within the Henderson Police Department will normally be conducted jointly by Employee Relations and the management of the Police Department. There will be isolated situations where investigations will be conducted jointly by the Internal Affairs Bureau and Employee Relations. Should such an investigation be initiated, the leadership of Teamsters Local 14 will be advised of the nature and extent of this investigation. Such joint investigation will be conducted under the same framework of due process and just cause as would occur for any other employee working outside the Police Department.

CITY OF HENDERSON, NEVADA

Mark Calhoun, P.E.
Acting City Manager

ATTEST:

Monica Martinez-Simmons, MMC
City Clerk

TEAMSTERS LOCAL #14

Larry Griffith
President

APPROVED FOR SIGNATURE:

Shauna M. Hughes
City Attorney

APPENDIX A

Teamsters Local No. 14 – Clerical Technical Unit Position, Grade, Salary Range

(Salaries computed every July each contract year and posted on the intranet.)

Position Title	Initial Hourly Rate	Max. Hourly Rate	Grade
Messenger/Clerk	$16.593	$18.997	326
Parking Enforcement Officer	$19.575	$22.415	373
Administrative Assistant I-38 hrs.	$20.795	$23.811	378
Archives and Records Technician I	$20.795	$23.811	378
Police Administrative Specialist I	$20.795	$23.811	378
Reprographic/Mail Technician	$20.795	$23.811	378
Central Control Room Operator	$21.916	$25.096	388
Payroll Clerk	$21.916	$25.096	389
Reprographics Equipment Operator	$21.916	$25.096	389
Administrative Assistant II	$22.671	$25.959	396
Police Administrative Specialist II	$22.671	$25.959	396
Administrative Assistant I-40 hrs.	$21.835	$25.001	398
Communications Assistant	$21.835	$25.001	398
Accounting Clerk-38 hrs.	$23.710	$27.148	405
Archives and Records Technician II	$23.710	$27.148	405
Business License Technician-38 hrs.	$23.710	$27.148	405
Court Support Specialist	$23.710	$27.148	405
Customer Service Specialist	$23.710	$27.148	405
Department Records Clerk	$23.710	$27.148	405
Law Enforcement Support Specialist	$23.710	$27.148	405
Legal Support Specialist	$23.710	$27.148	405
Operations Customer Service Specialist	$23.710	$27.148	405
Passport and Election Services Specialist-38 hrs.	$23.710	$27.148	405
Senior Accounting Clerk	$23.926	$27.395	406
Senior Center Cook	$23.926	$27.395	407
Administrative Assistant III	$24.180	$27.685	409
Police Administrative Specialist III	$24.180	$27.685	409
Permit Technician without Certificate	$24.895	$28.504	413
Accounting Clerk-40 hrs.	$24.895	$28.504	414
Business License Technician-40 hrs.	$24.895	$28.504	414
Detention Center Technician-40 hrs.	$24.895	$28.504	414
Passport and Election Services Specialist-40 hrs.	$24.895	$28.504	414
Administrative Clerk	$25.007	$28.632	416
Court Clerk II	$25.007	$28.632	416
Permit Technician	$25.370	$29.047	421
Court Programs Specialist	$26.388	$30.216	427
Detention Center Technician-38 hrs.	$26.388	$30.216	427
Planning Commission Coordinator	$26.388	$30.216	427
Sales Assistant	$26.388	$30.216	427
Senior Law Enforcement Support Specialist	$26.388	$30.216	427
Cook	$25.907	$29.664	435
Assistant to the Executive Director	$27.849	$31.887	438
Range Operations Technician	$27.849	$31.887	438
Communications Operator I	$28.705	$32.865	443
Operations Coordinator	$28.705	$32.865	444
Property and Evidence Technician	$28.705	$32.865	444
Supply and Equipment Technician	$28.705	$32.865	444

APPENDIX B
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