AGREEMENT

Between

THE CITY OF WEST WENDOVER

And

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 4041

EFFECTIVE DATE: JULY 1, 2012

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ARTICLE 1 EFFECTIVE DATE, PARTIES

This agreement shall be effective as of July 1, 2012 and shall remain in full force and effect to and including June 30, 2015.

The parties to this Agreement are the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 4041, hereinafter referred to as the "Union" and THE CITY OF WEST WENDOVER, by and through the City of West Wendover City Council, hereinafter referred to as the "City".

ARTICLE 2 RECOGNITION

The Union is hereby recognized as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and conditions of employment pursuant to the provisions of NRS 288.010 et seq., for all employees in the bargaining unit covered by this Agreement.

ARTICLE 3 NO STRIKE CLAUSE

The Union agrees not to and will not promote, sponsor, or engage in any strike, slowdown, interruption of operation, work stoppage, absence from work upon any pretext or excuse not founded in fact, or any intentional interruption of the business of the City, regardless of the reason for so doing, and will use all reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

ARTICLE 4 MANAGEMENT RIGHTS

The CITY and EMPLOYEES ASSOCIATION, LOCAL 4041, agree that the CITY possesses the sole right to operate the CITY and all management rights remain vested with the CITY. In this context, the negotiation of any management rights herein shall not establish a precedent or past practice concerning future negotiations of such rights, all management rights, powers, authority, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, subject to applicable provisions of the collective bargaining agreement, shall remain vested exclusively in the CITY. It is expressly recognized that these rights include, but are not limited to the right to hire, direct, assign, or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 15 of this agreement; the right to determine and change staffing levels and work performance standards except for safety consideration; the right to determine the contents of the work day, including without limitation workload factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees; the right to determine CITY

functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improve procedures, methods, processes or to make technological changes; and the right to establish or change shift schedules of work; starting and quitting times.

The ASSOCIATION acknowledges that the provisions of NRS Chapter 288, including without limitation the provisions of this article and NRS 288.150, recognize and declare the ultimate right and responsibility of the CITY to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees.

ARTICLE 5 SCOPE OF AGREEMENT

The City and the Union agree that the provisions of the City of West Wendover Employee Personnel Manual adopted by the City Council, effective September 19, 2000, as amended time to time at the sole discretion of the City shall continue to remain in full force and effect and apply to all employees included in the bargaining unit, except for those items specified in NRS 288 as subjects of mandatory bargaining.

Sessions of the City Council to consider changes to the Employee Personnel Manual will be posted as required by law and employees are encouraged to attend to offer input or suggestions. Where there is a conflict between the Employee Personnel Manual and this agreement, the Agreement will govern for employees within the unit.

ARTICLE 6 NON-DISCRIMINATION

(1) Consistent with federal and Nevada law, the City will not discriminate against any employee in the bargaining unit because of race, color, religion, sex, sexual orientation, age, disability, national origin, or because of political or Union affiliations.

(2) The terms of this Agreement shall apply equally to all employees covered hereunder without favor or discrimination.

(3) Neither the City nor the Union will interfere with or discriminate with respect to any terms or conditions of employment against any employee because of membership in or refusal to join the Union nor will the City encourage or discourage membership in any employee bargaining organization.

(4) No employee shall be coerced or required to engage in political activity of any nature.

ARTICLE 7 EMPLOYEE REPRESENTATIVES

(1) The City recognizes and agrees to deal with representatives of the Union on all matters within the scope of bargaining and pursuant to the provisions of NRS 288.010 et seq., so long as the subject matter does not infringe upon the City's management rights provided by NRS 288.150.

(2) The employer agrees that Local 4041 Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice to meet with a union member. Union staff representatives or local Union representatives may request such a meeting as needed to prevent, clarify or resolve a problem. The Union agrees that such activities shall not interfere with the operational requirements of the Employer and will not exceed the maximum time period of thirty (30) minutes. The Employer will designate a meeting place.

(3) The employer agrees to release a maximum of three (3) Negotiating Committee Members of Local 4041, from their duties, with no loss in compensation for a maximum of eight (8) working hours for the purposes of negotiating subsequent agreements.

ARTICLE 8 COMPENSATION PRACTICES

(1) Salaries

Each employee shall be paid at one of the steps in the salary range established for the appropriate classification. The City agrees to keep in force the current wage step and classification scales which guarantees a difference of five percent (5%) between steps in each job classification; and guarantees a difference of ten percent (10%) between classifications.

(2) Step and Merit Increases

a. Employees shall receive a 1% merit bonus shortly after their annual evaluation date if their performance evaluation is shown to be at a level of outstanding or higher. The evaluation rankings are:

90% and above = Pursuit of excellence
80% to 89% = Outstanding
70 to 79% = Satisfactory
Below 70% = Failing

b. If the employee has not been evaluated within thirty (30) calendar days following his/her anniversary date, the merit increase will be effective at the beginning of the pay period following the employee's anniversary date.

(3) Promotion

When an employee is promoted to a higher classification covered by this Agreement, the employee shall be placed at a step in the new salary range at least ten (10) % above the previous rate paid. Within 90 days of the promotion, the employee may return to his/her previous position if said position is still open, or at the recommendation of the employee's supervisor be returned to a similar position at the previous rate of pay if such a position is available.

(4) Court Appearances

All employees required to appear before courts or administrative agencies on City business shall be paid their regular pay, including overtime as appropriate. No employees shall retain any witness fees for such appearances.

(5) Compensation For Standby Status

An employee is in standby status when s/he is:

a. Directed to remain available for notification to work during specified hours;
b. Prepared to work if the need arises; and
c. Able to report to work within a reasonable period of time, based on the circumstances.

An employee is entitled to receive additional pay of $1.00 for every hour s/he is in standby status or $2.00 for every hour s/he is in standby status on a holiday.

When an employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on standby status and qualifies for straight time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he has been directed to be available to work.

No employee shall be entitled to standby pay if receiving compensation from any other department within the City during the same time frame.

ARTICLE 9 OVERTIME

Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly compensation. Overtime shall be paid for hours actually worked, including charged vacation time and sick time which occurs within the 12:01 am Monday to 11:59 pm Sunday defined work week, in excess of forty (40) hours in one work week or eight (8) hours in one work day, or ten (10) hours if assigned a 4/10 schedule. The City may establish a work week of either five (5)

eight (8) hour work days or four (4) ten (10) hour work days. For Dispatch Employees only, at the discretion of the Chief of Police and with approval of the City Manager, the Chief of Police may implement a modified twelve (12) hour shift schedule.

ARTICLE 10 HOLIDAYS

(1) Holidays, for the purpose of this section, shall be as follows:

a. January 1 (New Year's Day)
b. Third Monday in January (Martin Luther King Jr's Birthday)
c. Third Monday in February (Presidents Day)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. Last Friday in October (Nevada Day)
h. November 11 (Veterans Day)
i. Fourth Thursday in November (Thanksgiving Day)
j. Friday following the fourth Thursday in November (Family Day)
k. December 25 (Christmas Day)

Any day or hours declared a holiday by the President of the United States, Governor of Nevada, or the West Wendover Mayor.

(2) Holiday Pay

Holiday pay shall be equal to the employees normal work shift during that pay period.

(3) Holidays Not Worked

Employees who are not required to work on a recognized holiday shall receive holiday pay for the shift they normally would have worked.

(4) Holidays Worked

a. Employees required to work on a paid holiday receive holiday pay plus an additional payment computed at time and one-half (1 1/2) the straight time for the hours actually worked.
b. Any employee required to work a non-traditional workweek (traditional work week defined as Monday thru Friday) will receive holiday pay for the actual calendared holiday and not the date in which the State of Nevada observes the holiday.

(5) Holiday During Vacation

Should a paid holiday fall during an employee's vacation, the employee will receive holiday pay rather than have such day charged against vacation pay.

(6) Holiday Pay for Part-Time Employees

Regular part-time employees shall receive holiday pay on a prorated basis when they would normally be scheduled and available to work on the holiday in question.

ARTICLE 11 VACATION / PERSONAL LEAVE PERSONAL DAY

(1) Accrual

Vacation time / Personal Leave is earned according to length of continuous full-time employment with the City as follows:

Yrs. Of Continuous Vacation/Personal Hours Earned per Service	Hours worked per pay period*
0 Yrs., less than 5 Yrs.	.0577
5 Yrs., less than 10 Yrs.	.077
10 Yrs., less than 15 Yrs.	.0885
15 Yrs., or More	.10

*Maximum accrual allowed per 80 hour bi-weekly pay period.

(2) Eligibility

a. Part-time employees are not eligible for vacation benefits.

b. Each employee shall accrue vacation beginning at date of employment.

(3) Scheduling

a. Vacation dates shall be granted and scheduled with the approval of the Department Head or his designee. Where practical, and after the needs of the department are considered, in the determination of the Department Head or his designee, vacation dates will be granted on a first-come, first-serve basis quarterly within the job classification.

b. An employee becoming ill while on annual leave may have leave charged to sick leave upon request and upon presentation of proper documentation.

c. In determination of paragraph (a) above, if an employee's vacation request consisting of five (5) or more workdays is denied by the Department Head, the employee may appeal such decision to the City Manager for reconsideration.

(4) Pay Off at Termination

Upon termination of employment with two weeks notice, the City shall compensate an employee for all unused vacation time.

(5) Vacation Buy Out

After five (5) years of continuous service, an employee may cash out forty (40) hours of accrued vacation time per calendar year.

(6) Vacation Accrual

Vacation accrual will cease upon the employee accruing two hundred (200) hours, or their maximum accrual of vacation time for one year. Vacation accrual will re-commence immediately upon the employee's vacation balance dropping below either the two hundred (200) hours or their maximum accrual.

ARTICLE 12 SICK LEAVE

(1) Accrual

Each employee shall earn sick leave with pay at the rate of 3.08 hours per pay period.

(2) Use of Sick Leave

a. Accrued paid sick leave will be granted in the event of a bona fide incapacity of the employee to work, or;

b. a serious illness or injury to, a member of his/her immediate family (defined as spouse, parent, brother, sister, child, adopted child, step-child living with the employee, grandparent, grandchild or corresponding relative by affinity) which requires that any time taken under the provisions of this section will be included in calculating the twelve (12) weeks of leave allowed by the Family and Medical Leave Act.

c. If the Department Head, or his designee has reason to believe sick leave is being abused, the Department Head or designee may require the employee taking sick leave to submit a physician's statement. A physician's statement is required if more than three (3) consecutive days sick leave are taken.

d. After exhausting accumulated sick leave, an employee may take accumulated vacation leave if s/he needs additional time off from work. Leave without pay may be granted upon the recommendation of the Department Head and approval of the City Manager.

e. Regular full-time employees, with approval from the City Manager, may donate accrued sick leave to other regular full-time employees in accordance with the following conditions:

1. The receiving employee has depleted or will deplete his/her annual accrued vacation and sick leave within the current pay period.

2. The receiving employee has abided by all personnel rules regarding sick leave use.

3. The total amount of donated sick leave received shall not exceed seven hundred twenty (720) hours per occurrence.

4. The donating employee must maintain a sick leave balance of at least one hundred sixty (160) hours after any hours are donated.

5. Approved donated sick leave shall be transferred to the receiving employee, on an hour for hour basis, in the order in which it was donated.

6. The receiving employee shall be paid for donated sick leave at his/her regular rate of pay.

7. Donated, but unused sick leave will be returned to the donating employees in reverse order of donation.

(3) <u>Bereavement Leave</u>

In the event of death of any person related to an employee, and the deceased is related to the employee within the second degree of consanguinity or affinity, the employee shall be entitled to three (3) days of paid bereavement leave, with an additional two (2) days available to be charged to the employees sick leave for the purpose of attending a funeral

or other last rites if due to circumstances that require extended travel or other unusual circumstances. If such additional leave is needed, such two day extended leave that is beyond the three day bereavement leave period shall be charged to sick leave or other appropriate paid leave of absence, including leave without pay if no paid leave is accrued.

A person is related by consanguinity (blood) in the first degree if the relative is the employee's mother or father, brother or sister, or son or daughter. A person is related by affinity (marriage) in the first degree if the relative is the employee's spouse, or spouse's mother or father, spouse's brother or sister, or spouse's son or daughter; or the employee's brother's or sister's spouse; or the employee's son's or daughters spouse.

A person is related by consanguinity (blood) or affinity (marriage) in the second degree of consanguinity if the relative is the employee's or employee's spouse's grandmother or grandfather, aunt or uncle, first cousin, niece or nephew, grandchild; or the employee's aunt's or uncle's spouse, the employee's first cousin's spouse, the employee's niece's or nephew's spouse, or the employee's grandchild's spouse.

(4) Payment for Sick Leave at Termination

Upon separation of service, if having served for the City of West Wendover, Nevada five years or more, the employee shall be entitled to buy out the accrued unused sick leave balance per the following schedule:

1. If the terminating employee has served five years or more, but less than 10 years of service: 1% per year of service for these years.
2. If the terminating employee has served ten years service but less than 15 years service: 1.5% per year of service for these years.
3. If the terminating employee has served 15 years service but less than 20 years service: 2.0% per year of service for these years.
4. If the terminating employee has served 20 years or more service: 2.5% per year of service for these years.

ARTICLE 13 GROUP INSURANCE

(1) Health Insurance

The City shall continue to pay one hundred percent (100%) of the insurance premium for a health insurance plan for employees. The employee may elect to enroll eligible dependents, the cost of which will be borne by the employee. The Insurance Committee appointed by the City Council shall review on at least a bi-annual basis the health insurance coverage.

ARTICLE 14 LEAVES OF ABSENCE

(1) General Provisions-Unpaid Leaves

a. A leave of absence may be granted to an employee in a regular position who indicates in writing his/her intention to return to City service, and who has a satisfactory service record at the time the leave is granted.

b. Leaves of absence for up to thirty (30) working days may be granted by the City Manager if recommended and approved by the Department Head. Leaves for longer periods, up to one (1) year, require approval of the City Council.

(2) Investigatory Leaves

Any employee charged with any Class A, B or C Felonies or Acts of Violence, may be placed on unpaid leave pending final disposition of the matter. If the employee is found not guilty, the employee shall be restored to regular duty with back pay to the date of suspension if no administrative action is pending. If administrative action is taken against the employee, restoration of back pay may occur only after final disposition. Such restoration shall not include back pay for any period assessed as discipline.

(3) Jury Duty

Any employee called for jury duty shall be granted a leave of absence with pay. The employee shall retain any travel pay ordered by the court unless the employee's travel has been at City Expense, but shall pay any other fees received to the City. Such leave shall not be charged against the employee's vacation credit.

(4) Family and Medical Leave

a. Employees who have one year (52) weeks) of service and have worked at least 1,250 hours in the preceding year are eligible to take up to twelve (12) weeks of family or medical leave as defined in the FMLA. The total of twelve (12) weeks shall be available during a rolling twelve (12) month period counting backward from the date the leave is taken. Family members are those persons who are so defined in the FMLA.

b. The employee shall exhaust available accrued paid leave, such leave to be considered as part of the twelve weeks of leave taken pursuant to this section.

c. The City shall maintain coverage under any group health plan for the leave at the level and under the conditions that would have been provided had the employee been working. However, the City shall only maintain such group

health plan coverage for such employee for up to twelve (12) weeks within a 12-month period commencing with the start of the FMLA leave.

(5) Military Reemployment Rights and Military Leave

Employees who are members of the National Guard or US Military Reserve components are entitled to military leave and to re-employment rights for up to four (4) years, as provided in 38 USC, Sections 4312 - 4318 and the relevant sections of Nevada Revised Statutes. The City will grant military leave with pay for absences not exceeding fifteen (15) calendar days per year, if the employee requesting military leave provides an official copy of active duty for training orders prior to the time of the scheduled military duty, and also a copy of their military pay voucher within 60 days of completion of ADT. The employee may use vacation/personal time for leaves which exceed the fifteen (15) day military leave.

ARTICLE 15 LAYOFF PROCEDURE

(1) Position to be Eliminated

If the City determines the need for a reduction in it's work force for lack of work or lack of funds, written notice of not less than fourteen (14) calendar days shall be provided to regular employees to be laid off. The City Manager will approve the positions to be eliminated and the employees to be laid off within each affected job class as determined by the Department Head.

(2) Order of Layoff

The City shall give equal consideration to an employee's ability and performance of the duties required in the job and consideration to an employee's continuous employment with the City in the classification. Unless qualifications are significantly different, then seniority shall govern.

(3) Recall Rights

Laid off employees will have a right to return to a vacancy in accordance with the provisions listed below, in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.

a. Recall List Employees shall remain on the recall list for one (1) year following the date of layoff; provided, however, laid off employees shall be removed from the recall list if:

1. They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred; or

2. They fail to report for duty within fifteen (15) calendar days of mailing of notice or recall to City employment.

b. Recall Notice Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the City of his/her current address.

ARTICLE 16 DISCIPLINARY ACTION

(1) General Policy

Discipline shall be the sole management right of the City, see Article 4. The City agrees to maintain adequate policies and procedures, which specifically outline disciplinary procedures. Discipline shall only be administered for just cause, and progressive discipline shall be utilized whenever possible. The best interest is served when discipline is administered to correct actions rather than to punish. In instances where employees are covered by a collective bargaining agreement, any contrary disciplinary provision of the labor contract shall govern.

(2) Forms of Discipline

a. Warning. Whenever employee performance or job-related behavior falls below the acceptable level, the employee's supervisor shall inform the employee of the deficiencies. If appropriate and justified following the discussion, a reasonable period for improvement or correction may be allowed before initiating formal disciplinary action. This warning may be written or verbal and will be noted in the employee's personnel file.

b. Written Reprimand. In situations where a warning has not resulted in correction of the condition, or where more severe initial action is warranted, a written reprimand shall be presented to the employee by his/her supervisor at the time of the discussion of the discipline. The reprimand shall include what corrective action must be taken by the employee to avoid further disciplinary measures, and must be signed by the employee and placed in the employee's personnel file. A copy will be provided to the employee. Should the employee refuse to sign the reprimand, then the supervisor and one other witness shall note on the reprimand that the employee received a copy thereof and refused to sign it. Within five (5) days of receipt of the copy the employee may submit a written response, which will also be placed in the employee's personnel file.

c. Suspension. If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay by the Department Head or his designee for a period not to exceed thirty (30) working days.

d. Involuntary Demotion. When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Department Head or his designee may demote the employee.

e. Termination. As a final disciplinary measure when other forms of discipline or corrective action has proven ineffective, or when the seriousness of the offense or condition warrants, the Department Head or his designee may terminate the employee.

(3) Notice of Suspension, Involuntary Demotion or Termination

All notices of suspension, involuntary demotion or termination shall be given to the employee, in writing, specifying the action to be taken, the grounds upon which the action is based, a statement of facts constituting conduct for which discipline is to be imposed, including specification of standards, rules, regulations, ordinances, laws, or policies violated, if applicable, and the date the action becomes effective. The employee's department head or designee shall provide said written notice to the employee five (5) working days prior to the effective date of the action when this action is the result of progressive disciplinary steps. When an incident is of such seriousness in nature to warrant immediate termination, the employee shall receive the notice of termination as prescribed herein as soon after the termination as is reasonably possible, or within five (5) working days.

The City Manager or his designee may serve notice upon an employee by mail or personal service. If mailed, notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The employee, who may be accompanied by a Union representative, may proceed with the disciplinary grievance procedures for termination, involuntary demotions, and suspensions without pay if s/he so desires.

(4) Administrative Leave During Disciplinary Proceeding

In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property, or pending criminal charges which adversely and

directly affect the City or substantially disrupt City operations, the City Manager may place the employee on administrative leave, pending an investigation prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The employee will be notified, in writing, of the decision to place him/her on administrative leave. The notice will include a statement that the leave is not a disciplinary action.

ARTICLE 17 LABOR/MANAGEMENT COMMITTEE

The CITY and Union agree to establish a Labor/Management Committee. The Committee shall be comprised of the City Manager and may include two (2) individuals chosen by the City Manager or City Council, and one (1) member from each department covered by this agreement. The sole purpose of said committee will be for the benefit of the City and Union members to discuss potential problems regarding interpretation or application of this agreement. The City and Union will make every effort to accommodate written requests for a meeting within ten (10) working days.

ARTICLE 18 GRIEVANCES AND ARBITRATION PROCEDURE

(1) General

a. A grievance is defined as a complaint or dispute regarding interpretation and application of this agreement.

b. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint as defined in "a" above.

c. The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.

d. Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.

e. The employee shall have ten (10) working days in which to initiate a grievance, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.

f. At each step of the grievance procedure, the City shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the City's response in which to submit the grievance to the next step.

g. A grievance may be advanced to any step in this procedure by mutual written agreement between the City and the grievant.

(2) Informal Procedure

Prior to submitting a written grievance, the employee must discuss the circumstances with his/her immediate supervisor. The employee may bring a Union representative to this meeting.

(3) Formal Procedure

Step 1 If the issue is not satisfactorily resolved, the employee may submit the issue to the Union Grievance Committee. The Union Grievance Committee may recommend that the Union submit a formal grievance to the City Manager. If the Union does not submit a formal grievance, the grievant may proceed on his/her own behalf.

Step 2 If the City Manager and the Union or grievant cannot reach a satisfactory resolution, the Union or the grievant has the right to submit the grievance to the City Council at the next possible regular City Council meeting. The City Council must render an offer of compromise, grant the grievance, or deny the grievance.

Step 3 If the Union or the grievant is not satisfied with the decision of the City Council, the Union or the grievant may submit the grievance to arbitration as outlined below.

(4) Arbitration Procedure

Step 1 Upon receipt of notification of request for arbitration, the City and the Union or grievant will attempt to select an arbitrator mutually agreed upon.

Step 2 If the City and Union or grievant cannot agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide the names of seven (7) arbiters experienced in the area to be arbitrated.

Step 3 One arbitrator shall be selected by alternately striking names from the list. The Union or grievant shall strike first. The grievance shall be submitted to the last remaining arbitrator.

Step 4 Arbitration shall be under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department rules and regulations and shall confine his/her decision to a determination of the facts and an interpretation and application of this agreement. The arbitrator shall render a decision within thirty (30) days from conclusion of the hearing.

(5) Award

The arbitrator's decision shall be binding on the Union and its members, the employee or employees involved, and the City. Any award to an employee shall be less any unemployment compensation received, or for which the employee would otherwise be eligible to receive.

(6) Costs and Fees of Arbitration

Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of briefs and data it presents to the arbitrator.

The arbitrator's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be borne by the losing party, as specified by the arbiter.

ARTICLE 19 MISCELLANEOUS

(1) Personnel Files

a. Any employee covered under this Agreement shall, upon request, by appointment, be permitted to examine his/her personnel file. An employee may copy non-confidential material contained in the file.

b. No material derogatory to an employee covered hereunder may be placed in the employee's personnel file unless a copy is provided to the employee. An employee may submit remarks of a reasonable length and relevant to the issue, which shall be placed in the file.

c. If requested by the employee, derogatory material may be removed from the employee's personnel file after twelve (12) months provided that the reason for the material has not been repeated during the twelve (12) months following being placed in the file, AND, that removal of the material would not otherwise expose the City to allegations of negligent supervision or retention, or restrict the City from taking appropriate disciplinary action.

(2) Job Postings and New Classifications

a. Prior to external position recruitment advertising for bargaining unit position vacancies, all bargaining unit positions and new classifications will be posted a minimum of five business days for all positions. For employees who are on scheduled leave (vacation/personal leave or sick leave) the City will place one telephone call to the identified contact number provided by the employee in the employee's personnel file giving notice of such advertisement.

b. Qualifications and an employee's seniority within the CITY will be given equal consideration for filling job vacancies.

(3) Call In Guarantee

An employee called back to work by a Department Head or his designee, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours at time and one-half (1 1/2). Call-in time shall commence at the time the employee reports for duty. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. This benefit may not require that call-in be paid again if additional call-ins occur within the two hours already guaranteed. If additional help is required, the Department Head or his designee and established departmental procedures will determine which employees will be called out, and the most senior qualified employee shall be called first, based on the circumstances.

ARTICLE 20 PAYROLL DEDUCTION

(1) The City shall deduct dues from the salaries of Union members and pay over to the proper officer of the Union the money so collected on a bi-weekly basis. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.

a. An individual Union member(s) may revoke a request that dues be deducted by submitting written notice to the City and the Union during the period for cancellation. The period for cancellation is:

1. The two (2) weeks preceding the anniversary date of the commencement of the membership of the Union member or,

2. The effective date of transfer of an employee who is transferred to another position in which membership in the Union is no longer available.

(2) The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of action taken under the provisions of this Article.

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

ARTICLE 21 EDUCATION REIMBURSEMENT

Employees are encouraged to continue their formal education through participation in off-duty / non-working hour's educational programs. Reimbursement for educational expenses incurred by such participation may be granted for job related courses with prior approval of the City Manager and City Council, provided funds for such have been budgeted for such reimbursement.

Any reimbursement shall only be after successful completion of the course or program. Successful completion shall be defined as receipt of a satisfactory completion or a grade of C (2.0 grade point on a 4.0 scale) or better in the case of academically related courses (or attainment of a pass in a pass/fail grading system). Tuition reimbursement is for the course fees only. No reimbursement will be allowed for books, lab fees, travel expenses, or material costs. Approval for tuition reimbursement shall only be allowed for courses offered by accredited colleges, universities, or vocational training institutes.

Consideration of employee requests for tuition reimbursement is dependent upon budgetary constraints and the recommendation by the employee's department head. Time spent in attendance at these courses shall be considered the employee's personal time and is not counted as time worked.

Request for reimbursement and supporting documentation must be made within 30 days following completion of the course and receipt of the course grade.

ARTICLE 22 UNIFORM ALLOWANCE

Full time fire department employees shall receive an annual uniform allowance of $1,160 payable in two installments, the first in July and the second in January.

Full time dispatchers shall receive an annual uniform allowance of $430 payable in two installments, the first in July and the second in January.

Full time police administration personnel shall receive an annual uniform allowance of $550 payable in two installments, the first in July and the second in January.

All other employees currently provided uniforms will continue to receive them per the current practice, provided uniforms are worn for all scheduled work days. The uniform practice is that eleven (11) uniforms are provided, plus the issuance each fiscal year of safety shoes and every three (3) fiscal years the issuance of a winter jacket for public works designated employees. The first issuance of the winter jacket will begin fiscal year 2012-2013.

Prescription safety eye gear will be provided by the city to all employees who are required by a physician to wear prescription eyeglasses and required by the city to wear safety eye gear. Safety eye gear will be re-evaluated annually for the purpose of determining the employee's current eye care needs. The employee will be reimbursed on an annual basis in an amount not to exceed one hundred fifty dollars ($150.00) and will be reimbursed upon submission of appropriate receipt(s) to the Finance Department.

ARTICLE 23 WORKING OUT OF CLASS

a. If the Department Head or his designee temporarily assigns an employee, for a period which exceeds 40 hours, to another position which has a higher position classification and salary range than their normal position, and this assignment and work is properly supported by their certified time record, they shall receive compensation in the amount normally paid for that position to which temporarily assigned. An exception to this rule is an "agreed to temporary training assignment" which both the employee and supervisor have determined is for employee development.

b. After considering the needs of the CITY and if all things are equal, Management will first offer the temporary fill-in position in descending order of seniority, then if need be, will assign by ascending order of seniority.

ARTICLE 24 LONGEVITY PAY

On the annual anniversary of the employee's hire date, the City shall grant longevity pay for active employees who have completed at least three (3) years of continuous full-time City employment as outlined below, beginning with the first qualifying year of service and for each subsequent year of service thereafter.

3 years, less than 5 years: $150 per year of total service
5 years, less than 10 years: $175 per year of total service
10 years, less than 15 years: $200 per year of total service
15 years, less than 20 years: $225 per year of total service
20 years or more: $250 per year of total service

ARTICLE 25 BI-LINGUAL PAY

If an employee's bi-lingual language skill is determined by the Department Head to be beneficial to the conduct of the City's business, and the employee is designated to use that language during the performance of normal duties, the employee shall be compensated an additional twenty-five dollars ($25.00) per month added to base pay, provided that use of the language is documented by the time card certifying authority on a monthly basis.

ARTICLE 26 SHIFT DIFFERENTIAL

Shift differential shall be paid for actual hours worked at a rate of fifty cents ($.50) per hour for swing shift, defined as 4:00 pm to 12:00 midnight, and at the rate of seventy-five cents ($.75) per hour for graveyard shift, defined as 12:00 midnight to 8:00 am. Shift differential pay will not be paid for standby time, vacation time, sick time, holidays not worked, or any other compensated absences not actually worked. If the preponderance of an employee's hours worked on a particular shift falls within the "swing shift", the employee will receive swing shift differential for their entire shift worked. If the preponderance of an employee's hours worked on a particular shift falls within the "graveyard shift", the employee will receive graveyard shift differential for their entire shift worked.

ARTICLE 27 DAMAGED GLASSES

Employees will be reimbursed for prescription eyeglasses damaged in the line of duty up to a maximum of $150 in any continuous 12 month period. Department Head or his designees must certify these requests as work related damage, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department.

ARTICLE 28 RETIREMENT

The City and the Bargaining Unit agree that eligible employees of the bargaining unit shall participate in the Public Employees Retirement System (PERS) of the State of Nevada, in accordance with the rules of that system. The City agrees to continue to pay one hundred percent (100%) of the current contribution to the Public Employees Retirement System (PERS), but shall not pay for the purchase of eligible service.

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ARTICLE 29 WAGES

The City agrees to provide the following wage adjustments with no other cost of living adjustments for the term of this contract for the classifications covered by this agreement.

Lead Dispatcher and Dispatcher:

1% increase effective July 1, 2012
2% increase effective July 1, 2013
1% increase effective July 1, 2014

All Other Employees:

1% increase effective July 1, 2012
2% increase effective July 1, 2013
1% increase effective July 1, 2014

ARTICLE 30 PERSONNEL PRACTICES

(1) Definition

"Date of hire" is the day the employee actually begins work.

(2) Probationary Period

a. Probationary periods are considered as a continuation of the selection process and apply to all initial appointments. All classifications covered by this Agreement shall undergo a probationary period of 90 calendar days.

b. Vacation, sick leave, and holidays will count towards the 90 calendar days. Time which elapses between an offer of employment and the date the employee begins working, military leave, catastrophic leave, other leaves of absence, suspension or other separations shall not be considered working time.

c. An employee who has completed the probationary period shall acquire regular status upon recommendation of his/her Department Head or his designee.

(3) Termination during Probationary Period

The Department Head or his designee may terminate a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to the grievance procedure of this Agreement. The Department Head or his designee shall notify the employee in writing that s/he is terminated during probation. No reasons for the action are necessary.

ARTICLE 31 DURATION OF AGREEMENT

This agreement shall become effective July 1, 2012, and shall continue in effect until June 30, 2015, or until the parties execute a new agreement.

ARTICLE 32 SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event that any provision(s) of this Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect unless the provision(s) so found to be void cannot be separated from the provision(s) of this Agreement held to be legal.

ARTICLE 33 NEGOTIATION OPENER FOR COLA

In the event the CITY grants an increase through a cost of living adjustment to any other collective bargaining unit of the City during the duration of this agreement, the Union may request to negotiate a cost of living adjustment under this agreement, separate from the provisions set forth in Article 29.

ARTICLE 34 SENIORITY

(1) Seniority shall have the benefits and limitations as found elsewhere in this Agreement. Where necessary in determining a particular application of seniority, the following shall apply:

a. Seniority shall only apply to full-time benefited positions covered under this collective bargaining agreement, Article 2, and be based on the employee's full time date of hire in a particular classification in each department. In the event of a transfer or promotion, seniority in a particular department shall not include the term of any probationary period.

b. Seniority is terminated when an employee:

1. Voluntarily resigns, retires, or is laid off for a period of more than one (1) year.

2. Is terminated for disciplinary grounds or resigns during the pending disciplinary action.

3. Leaves his/her current position for a position not covered under this Agreement.

c. If it becomes necessary to break a tie of two or more employee's seniority, the tie breaker shall be determined by the lowest of the last four digits of their Social Security Number of the affected employees. The employee with the lowest number will be considered the most senior in such cases.

ARTICLE 35 ADOPTION AND AMENDMENT PROCEDURE

Authorized representatives of the Union and the City shall deem this Agreement adopted and binding upon execution.

The provisions of this Agreement shall not be altered, amended or added to except by the mutual written agreement of the City and the Union. Either party may request the other to consider changes in provisions of the Agreement; such request shall be in writing. Neither party is, however, obligated to agree to reinitiate the negotiations process.

ARTICLE 36 RATIFICATION BY CITY AND EMPLOYEES LOCAL 4041

CITY

Date: July 17, 2012

Donald H. Andersen, Mayor

Juan P. Gonum, Council Member

Emily Carter, Council Member

Charles LeRoy Briggs, Council Member

Ismael Gutierrez, Council Member

Michael J. Miera, Council Member

LOCAL 4041

Date:_____

Keith Uriarte, Chief of Staff AFSCME Local 4041

Jeremy B. Loncar, President

Amber D. Dehn, Treasurer

Daniel S. Kim, Secretary

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CITY

Date:_____

Donald H. Andersen, Mayor

Juan P. Gorum, Council Member

Emily Carter, Council Member

Charles LeRoy Briggs, Council Member

Ismael Gutierrez, Council Member

Michael J. Miera, Council Member

LOCAL 4041

Date: 7/10/12

Keith Uriarte, Chief of Staff AFSCME Local 4041

Jeremy B. Loncar, President

Amber D. Dehn, Treasurer

Daniel S. Kim, Secretary

ORIGINAL