AGREEMENT

Between

THE CITY OF WEST WENDOVER

And

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

EFFECTIVE DATE: JULY 1, 2018
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ARTICLE 1  EFFECTIVE DATE, PARTIES

This agreement shall be effective as of July 1, 2018 and shall remain in full force and effect to and including June 30, 2019.

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 $1.50 for every hour s/he is in standby status or $2.50 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.

(6) Cell Phone Subsidy. The City will pay employees a cell phone subsidy of $10 per month if the employee is required in writing by his/her Department Head or designee to use his/her cell phone on a regular basis as part of the employee's regularly assigned duties for the period of such required use of personal cellphone.

(7) Compensation for Dispatcher Trainers. An employee who is not classified as a Lead Dispatcher or supervisor and who has the proper certification to train other Dispatchers and has been authorized and assigned in writing to conduct such training by the Chief of Police or designee, while actively involved in such training will receive five percent (5%) above their base wage for the period of such assignment.

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:

<table>
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<tr>
<th>Yrs. Of Continuous Vacation/Personal Hours Earned per Service</th>
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<td>0 Yrs., less than 5 Yrs.</td>
<td>.0577</td>
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<tr>
<td>5 Yrs., less than 10 Yrs.</td>
<td>.077</td>
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<tr>
<td>10 Yrs., less than 15 Yrs.</td>
<td>.0885</td>
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<tr>
<td>15 Yrs., or More</td>
<td>.10</td>
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*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. For calendar years 2015, 2016 and 2017 and limited only to Dispatcher Classifications covered under this Agreement regardless of years of service shall have the option to “cash out” a maximum of sixty (60) hours of their unused Vacation/Personal Leave.

(6) **Vacation Accrual**

Vacation accrual will cease upon the employee accruing two hundred forty (240) 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 forty (240) 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) Bereavement Leave

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 its 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.
Formal Procedure

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

Step 2
If the City Manager and the Union or grievant does not reach a satisfactory resolution, the Union or grievant has the right to submit the grievance to City Council at the next 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 grievant is not satisfied with the decision of the City Council, the grievant may submit the grievance to arbitration as outlined below.

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) arbitrators 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.
City of West Vancouver & Local 49 Agreement
Effective Date: July 1, 2018

Article 17 Miscellaneous

and of the original transcript shall be borne by the losing party, as specified by the arbitrator.

The arbitrators' fees and expenses, the cost of any hearing room and the cost of a court reporter,

Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of

(6)

The arbitrator's decision shall be binding on the Union and its members, the Employer or

(5)

Award

(2) Prior to external position reassignment advertising for bargaining unit position vacancies,

10.0 Classifications

(1) Personal Files

19.0 Miscellaneous

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The arbitrator's decision shall be binding on the Union and its members, the Employer or

(5)

Award

(2) Prior to external position reassignment advertising for bargaining unit position vacancies,

10.0 Classifications

(1) Personal Files
ARTICLE 12 EDUCATION REIMBURSEMENT

Effective date of such change
be notified of any change in the rate of membership dues in writing ninety (90) days prior to the
The Union shall notify the City, in writing, the current rate of membership dues. The City will

taken under the provisions of this Article.
deductions, surcharges and all other forms of deduction which may arise out of, or by reason of action

with the direction of the employee who is transferred to another position

The effective date of transfer of an employee who is transferred to another position

The provisions of this Article shall not be construed as a membership in the City is no longer available

The two (2) weeks preceding the anniversary date of the communication of the

The period for cancellation is

An individual Member's may request a reduction that does not exceed 120

By the employee for whom the deduction will be made:

any be made in accordance with a voluntary deduction authorization form individually executed

The City shall deduct from the salaries of Union Members and pay over to the proper office

ARTICLE 20 PAYROLL DEDUCTION

Circumstances

shall be called out and the most senior eligible employee shall be called first, based on the
Head of the Department and the Chief of the Department shall determine which employees

shall be called for work. This procedure may not apply if the overtime procedure or immediately follows the

An employee called back to work by a Department Head or his designee, in addition to his regular work schedule, will be compensated for each such call-in a minimum of (2) hours at

Call-in Compensation for Regular Work Vacancies

Qualifications and an employee's seniority when the city will be given equal
Pursuant to the Second Amendment to the City Charter, any employee who is required by a physician to wear protective eyewear and is provided by the City to all employees who are required by a physician to wear protective eyewear shall be provided by the City to all employees who are required by a physician to wear protective eyewear.

All other employees currently provided uniform allowances will continue to receive them per the current practice.

Two uniform allowances, 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 uniform allowances, the first in July and the second in January.

Full-Time Dispatchers shall receive an annual uniform allowance of $430 payable in two uniform allowances, the first in July and the second in January.

Full-Time Fire employees shall receive an annual uniform allowance of $160 payable in two uniform allowances.

ARTICLE 22: UNIFORM ALLOWANCE

Completion of the course and receipt of the course grade

Requests for reimbursement and supporting documentation must be made within 30 days following the date the employee's personal time is not counted as line worked.

Requests for reimbursement shall be considered the employee's personal time and is not counted as line worked.

The recommendation of reimbursement by the employee's department head, the department in accordance with its departmental policies.

The reimbursement shall be allowed for courses offered by accredited colleges, universities, or vocational training institutes.

For courses that are not offered by accredited colleges, universities, or vocational training institutes.

Approved for reimbursement, will be allowed for the course fees only. No reimbursement will be allowed for travel, food, or board.

A grade of B or better in the case of a college-level course must be earned or a grade of C (2.0) and above in a college-level course must be earned.

Successful participation shall only be after successful completion of the course or program. Successful participation may be granted for job-related courses with prior approval of the City Manager and City Council.
ARTICLE 26  SHIFT DIFFERENTIAL

Certain employees working on a monthly basis (29.99) per month added to base pay, provided that the employee is documented by the time card performance of normal duties, the employee shall be compensated an additional (29.99) per hour for emergency/peak hours after completion of the city's business and the employee is designated to use that shift for emergency work. If in the discretion of the employee, working a shift is determined by the Department Head to be beneficial to the

ARTICLE 25  ELIGIBILITY FOR PAY

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

Intercity

On the annual anniversary of the employee, he/she shall earn longevity pay for active

ARTICLE 24  LONGEVITY PAY

b. By ascertainment of seniority

after the employee is in position in descending order of seniority or upon the retirement, then it be paid will

have determined. It is by the employee development.

is an "assembled" in position newly assigned, with both the employee and support personnel pay for that position in which normally assigned. An exception to this rule is supported by their accumulated time record. However, this position is temporary, which exceeds 0 hours, for another position which has a higher position classification. If the Department Head of this designation temporarily assigns an employee for a period of:

ARTICLE 23  WORKING OUT OF CLASS
ARTICLE 30 PERSONNEL PRACTICES

Date of Hire: the day the employee actually begins work.

ARTICLE 39 WAGES

The parties agree that there shall be no wage or cost of living adjustments for the term of this contract for the Public Employees Retirement System (PERS), but shall not pay for the purchase of critical service pay, and will make contributions to the City's defined contribution plan to a maximum of 5% of the salary of an employee.
ARTICLE 33  NEGOTIATION OPENER FOR COLA

Provision(s) of this Agreement held to be illegal in full force and effect unless the provision(s) so found to be void cannot be separated from the balance in combination of such laws, rules or regulations, the remainder of the Agreement shall remain in effect in combination with such laws, rules or regulations remainder of this Agreement are hereby held to be illegal to be illegal of void as authority or evidence having jurisdiction of the subject matter of this Agreement. The parties agree that in any event no other party hereby to violate any laws, rules or regulations of any governmental

ARTICLE 33  SAVINGS CLAUSE

This Article the following must occur:

(1) This Agreement shall become effective July 1, 2013, and shall continue in effect until June 30, 2019.

DURATION OF AGREEMENT
agree to facilitate the negotiations process. The provisions of the Agreement shall be in writing. Neither party is, however, obligated to furnish a copy of the Agreement to the other. Either party may request the other to consider changes in the terms of this Agreement. The provisions of this Agreement shall not be altered, amended, or added to except by the mutual written consent of the Union and the City. The City shall deem this Agreement adopted and binding upon execution.

Article 35 Adoption and Amendment Procedure

Most senior in such cases, the employee with the lowest number will be considered the incumbent for the position or positions covered under this Agreement. If it becomes necessary to break a tie of two or more employees, seniority, the breaker leaves his/her current position for a position not covered under this Agreement. Section 3 c.

Voluntary Resignation

1. Voluntarily Resign, effective on the last day of the current period of any probationary period. Seniority is terminated when an employee:

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

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

4. Seniority in a particular department shall not include the term of any probationary period. Where necessary in determining a particular application of seniority, the following shall apply:

5. (1)
CITY OF WESTMINSTER

LOCAL 4041

Effective Date July 1, 2018

SIGN HERE

Vincent Flores, Council Member

Jason Holm, Council Member

John Hanson, Council Member

Erie Tuffilla, Secretary

Dusty Lavelle, President

Representative AFSCME Local 4041

North Ranch Labor

Daniel Corona, Mayor

Date: 6/22/18

LOCAL 4041

CITY

ARTICLE 16: RATIONATION BY CITY AND EMPLOYEES LOCAL 4041