COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF MINERAL, NEVADA

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39, AFL-CIO

July 1, 2013, to June 30, 2014

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AN AGREEMENT BETWEEN

THE COUNTY OF MINERAL, NEVADA

AND THE

STATIONARY ENGINEERS, LOCAL 39

AFL-CIO

FOR THE COUNTY GENERAL BARGAINING UNIT

JULY 1, 2013, to JUNE 30, 2014

PREAMBLE

The County is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the County.

Both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services.

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

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada.

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

ARTICLE 1 - RECOGNITION

Pursuant to the provisions of the Local Government Employee-Management Relations Act, Statutes of Nevada, the County of Mineral, Nevada, hereinafter referred to as "County", recognizes the Stationary Engineers, Local 39 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "Union", as the bargaining agent for the County general employees as hereinafter defined, excluding supervisory, confidential and administrative employees as defined in NRS Chapter 288, for the purpose of collective bargaining.

ARTICLE 2 - DEFINITIONS

A. TYPES OF COUNTY EMPLOYMENT

1. Temporary

A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his/her probationary period shall be retroactive to the date of employment.

2. Permanent Intermittent

A permanent intermittent employee is one who is filling a budgeted position. The hours the employee is required to work are at the discretion of his/her department head.

3. Probationary

A probationary employee is one who is hired to fill a budgeted position. Such employee will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the supervisor. Such terminations shall not be for the purpose of keeping jobs filled with probationary employees. The County may extend an employee's probationary period for up to thirty (30) days with prior written notice to the Union.

4. Regular

Except as conditioned above, a regular employee is one who has completed a six (6) month probationary period. The term "employee" as used in this Agreement applies to those persons having a regular appointment to the workforce of the County.

B. TRANSFER

Is any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his/her position or classification to another location.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement. Violations of this article are not subject to the negotiated grievance procedure and are instead subject to requirements and enforcement provisions of Nevada and Federal law.

ARTICLE 4 - MANAGEMENT RIGHTS

The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations: To determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge post-probationary employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE 5 - VACANCIES

A. All position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one (1) bulletin board in each County governed office.

B. The Union stewards shall receive a copy of the announcement and one copy shall be mailed to the Union office within two (2) working days after posting.

C. All applications from a County employee shall be considered prior to consideration of any other application. Any County employee deemed qualified shall be selected for the position. If two or more County employees are deemed qualified, the position shall be offered to the most senior employee. Applications from County employees shall be accepted for a minimum of seven (7) working days from the date the vacancy announcement is properly posted as provided for herein.

D. Qualifications for a position shall be determined as the skills, education, training, experience, past performance or other special requirements as needed to perform the essential job functions as outlined in the job description. Qualification for a position shall also be based on an oral interview to evaluate an applicant's skills or other pertinent attributes not otherwise testable.

E. All County employee applicants will be advised of the outcome of their applications. If an employee feels aggrieved by action taken on their application, the grieved employee may use the grievance procedure set forth herein with the department head who took the action on the application.

F. Any County employee transferring to another position within the County, whether or not the new position is subject to the terms of this Agreement, shall serve a probationary period of thirty (30) days. A transferred probationary employee shall have the right to return to his/her previous position in lieu of separation for nonperformance of duties. Nothing contained herein shall prevent the County from taking disciplinary action, to include dismissal, against the transferred employee.

ARTICLE 6 - WORK HOURS

A. BASIC WORKWEEK

The official workweek shall begin on each Monday and end at midnight of the following Sunday. Except for personnel in the Fire Department or as otherwise provided by the Board of Mineral County Commissioners, an employee who occupies a full-time regular position shall work forty (40) hours per workweek. A workweek shall consist of five (5) workdays of eight (8) hours per day, except as otherwise provided for herein, exclusive of a lunch period that shall not be less than thirty (30) minutes or exceed sixty (60) minutes. Each employee shall receive two (2) fifteen (15) minute rest breaks near the midpoint of each morning and afternoon work period, which break periods shall be included in the eight (8) hour work day. A department shall have the option to use four (4) work days of ten (10) hours per day, provided however that for any week in which a recognized holiday shall occur said department shall revert to the standard work week. Hawthorne Utilities may continue to utilize a workweek consisting of six (6) workdays totaling forty (40) hours per work week for its Refuse Collector job classification.

Unless an emergency or exigent circumstance exists, all employees shall receive a five calendar day notice prior to changing the employees' normal hours of work or days off, unless mutually agreed upon. This provision does not apply for extensions of the shift for the purposes of overtime.

B. OVERTIME

1. Overtime is considered time worked in excess of eight (8) hours in a calendar day or forty (40) hours in a workweek unless a variable workday shall be adopted in which event overtime shall be defined as in the Fair Labor Standards Act, Title 29 of the United States Code. Holidays not worked, but for which paid, shall be considered work time for the purpose of determining overtime. No employee shall be required to take time off in lieu of overtime.

2. An employee shall be paid one and a half times (1.5x) his/her normal rate of pay for all overtime worked with the express approval of the department head. An employee shall be compensated at the rate of two times (2x) his/her normal rate of pay for any time worked in excess of twelve (12) consecutive hours. No employee shall perform any work that shall constitute overtime without the prior express approval of the department head. All claims for overtime worked within any pay period must be submitted in writing to the department head prior to the end of that pay period or the following work day. Failure of the employee to submit overtime claims as provided for herein may constitute a basis for disciplinary action.

3. In lieu of receiving overtime compensation, an Employee may elect to accrue compensatory time leave at the rate of one and one half (1 1/2) times for each hour of approved overtime worked by the employee. Each Employee shall be entitled to accrue a maximum of forty (40) hours of compensatory time leave. Any compensatory time leave shall be limited to a maximum of forty (40) hours per fiscal year and taken only upon the prior authorization from the Employee's Department Head. **Note:** This amendment will sunset and be of no further effect after June 30, 2013 unless mutually extended in writing by the Union and County.

ARTICLE 7 - SALARIES

A. PAY PERIODS

The County agrees to provide compensation services rendered on a biweekly basis. Salaries shall be as specified in Appendix B, which includes a one and one half percent (1.5%) increase effective July 1, 2013.

B. SALARY RATE UPON INITIAL APPOINTMENT

The minimum step for each class will be the normal entry rate except as provided below for promotions. An initial employment at a rate above the minimum must be approved by the Board of Commissioners.

C. The rate of pay for either a part-time, temporary, seasonal, emergency, or permanent intermittent employee shall be the grade for the classification of the position filled.

D. The rate of pay for a trainee shall be a maximum of three (3) grades lower than the grade of the classification held by the regular employee. When a trainee satisfactorily completes his/her training, then the employee is to be upgraded to the step in the appropriate grade that provides no decrease in salary.

E. SALARY RATE UPON PROMOTION

Upon promotion to a higher classification, the new rate shall be either the minimum rate of the range of the promotion to which promoted, or that rate within the range which is at least one (1) step higher than the rate of pay received under the previous classification.

F. SALARY RATE UPON LATERAL TRANSFER

Upon transfer to a job classification in the same pay class, the affected employee shall retain his/her same rate of pay.

G. AUTOMATIC STEP INCREASES

1. An employee hired at the entry level step of his classification will receive a step advancement upon successful completion of said employee's initial six (6) month probationary period.

2. "Anniversary Date" as used in this Article, shall refer to the date the employee was hired (employed) by the County.

3. Each employee shall, on that employee's Anniversary Date, receive a step increase to at least the next step of the applicable salary range/grade charts attached hereto as Appendix B.

H. LONGEVITY PAY

Effective July 1, 2009, County employees that have at least ten (10) years of service with the County and have reached the topped out wage step of their respective pay grade as provided in Appendix B-Mineral County Classification Schedule, shall on their third (3rd) anniversary date after having reached the topped out wage step be entitled to a longevity pay increase of one percent (1%) of their then salary and on each anniversary date thereafter to a maximum of ten percent (10%).

I. The following shall not be considered as breaks in qualifying service or salary adjustment and longevity.

1. Authorized military leave provided that the person is reinstated within ninety (90) days following honorable discharge from military service.

2. Authorized educational leave.

3. Time during which employee is receiving compensation for injury or disease arising out of and in the course of his/her employment.

4. Authorized leaves of absence without pay of ninety (90) calendar days or less within any calendar year.

5. Authorized leave of absence due to long-term illness may be extended beyond ninety (90) days upon written request of the department head and employee to the Board of Commissioners for approval.

J. RECLASSIFICATION

Any employee may request a job reclassification. The request shall be in writing to the employee's department head. The justification for the request shall be documented in writing and accompany the written request. Upon receiving the request, the department head shall meet and discuss the request with the employee. After the meeting the department head shall add his/her comments, and submit the request to the Board of Commissioners for final determinations. The Board of Commissioners shall within five (5) days of its decision, advise the affected employee of its findings.

K. NEW JOB CLASSIFICATIONS

The County shall advise the Union of all new job classifications it intends to implement at least ten (10) days prior to said implementation. The County and the Union shall negotiate the appropriate wage rates. The parties agree to utilize the grievance and arbitration procedures in the event an agreement between the parties cannot be reached.

ARTICLE 8 - CALLBACK

Any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his/her place of employment, callback pay (one and one half times the regular hourly rate) will be paid by duration of at least two (2) hours in accordance with the definitions/requirements outlined in the Official Policies of the Public Employees Retirement System of Nevada.

ARTICLE 9 - STANDBY PAY

A. Eligible employees shall receive standby at the rate of one dollar and fifty cents ($1.50), for every hour they are in standby status and not receiving callback pursuant to paragraph E below.

B. An employee is in standby status only when authorized by his/her supervisor.

C. Separate notation of standby status time must be made on the employee's time records.

D. Any class designated as a twenty-four (24) hour class will not automatically qualify for standby pay.

E. Personnel on standby status that are recalled will then revert to callback status during the time he or she works two (2) hours minimum.

ARTICLE 10 - WORKING OUT OF CLASSIFICATION

Those employees who are ordered to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of seven and one half percent (7.5%) in salary for the time acting in such higher classified position. The increased pay shall be paid for each day the employee shall be.acting in the higher classified position for a minimum of four (4) hours.

ARTICLE 11 - HAZARDOUS DUTY PAY

No employee shall be required to work with explosives.

ARTICLE 12 - HEALTH AND WELFARE

A. The County shall pay up to Six Hundred Twenty-Five Dollars and Twenty-Five cents ($625.25) per month towards the cost of each employee's health care insurance, including vision and dental, through the County group insurance program. The employee is solely liable for paying any increases to the above amounts via automatic payroll deduction.

B. Each employee is solely liable for the entire monthly premium cost for any eligible dependents.

C. An employee on leave of absence may continue to carry County health insurance by making the full premium payments in a timely manner.

D. For those employees retiring on or after July 1, 1987, the County agrees to pay the premium for employees who are retired and receiving benefits from the Public Employees Retirement System on the basis of the following schedule:

1. Retired with fifteen (15) years service...50% of premium.

2. Retired with twenty (20) years service...75% of premium.

3. Retired with twenty-five (25) years service...100% of premium.

E. The County agrees to deduct from the employee's paycheck the elected coverage for the employee's spouse and/or dependents in two (2) equal amounts each month.

F. The County and the Union agree that the County will pay up to Five Dollars and Ten Cents ($5.10) toward the cost of the employee's life insurance policy.

G. The County shall pay up to Ten Dollars ($10.00) toward the cost of an employee's long-term disability policy. In the event the amount agreed to be paid by the County shall not be sufficient to pay the required premium, and the employee chooses not to contribute the remaining amount, no long-term disability shall be provided to the said employee.

H. The County shall create an Insurance Committee consisting of one (1) representative each from Local 3 (total of one (1) representative for Sheriffs and Dispatchers bargaining units), Local 39, Unclassified employees, County Commissioners, Sheriff or designee, Deputy Insurance Clerk from the Clerk Treasurer's Office and Auditor or designee to review and make non-binding recommendations to the County Commissioners regarding the level of insurance benefits in the County's group health insurance plan. Any recommendation must have simple majority of the above seven (7) listed representatives. Any Insurance Committee recommendation(s) approved by the County Commissioners is (are) binding on all employees and employee bargaining units. The Insurance Committee is automatically convened to review any proposed changes in premiums or benefits and can be convened at any time within fifteen (15) working days at the written request of any one (1) of the above representatives.

ARTICLE 13 - HOLIDAYS

A. The County and the Union agree that the legal holidays are as provided by the Statutes of Nevada, Nevada Revised Statute 236.015, and as amended from time to time.

B. The following days are legal holidays under N.R.S. 286.015:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Washington's Birthday)

Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
The day after Thanksgiving (Family Day)
December 25 (Christmas)
Floating Holiday*

Any day that may be appointed by the President of the United States or by the Governor for Public Fast, Thanksgiving, or as a legal holiday except for any Presidential appointment of the Fourth Monday in October as Veteran's Day. The County will observe a day of mourning for the death of a President of the United States as a legal holiday by Executive Order of the President of the United States and also observed as a legal holiday by the State of Nevada.

*The floating holiday must be used or forfeited between July 1, 2012 and June 30, 2013. The floating holiday is subject to prior approval of the employees' department head.

C. In addition to the aforementioned legal holidays, employees will be granted their birthdays off as an additional holiday, which may be taken as a floating holiday on a day agreed upon by the employee and his/her supervisor.

D. All employees who, by nature of their job, are either required, directed or scheduled by their department heads to work holidays, in addition to the holiday pay, shall be compensated at the time-and-one-half rate of pay for all hours performed on such day.

E. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County at his/her straight time hourly rate of pay.

F. Employees assigned to continuous operations shall recognize the actual holiday only, for holiday compensation purposes. Continuous operations, for the purpose of this Section, shall be defined as those operations that are regularly scheduled for twenty-four (24) hours a day, seven (7) days a week.

G. Hawthorne Utilities - On the day after Thanksgiving (Family Day) where only two refuse collectors are required the work shall be assigned to the refuse collectors (Class 10) who volunteer or if not enough refuse collectors volunteer, the least senior refuse collector(s) (class 10) will be assigned. On the day after Thanksgiving (Family Day) where only one landfill personnel is required, the work shall be assigned to the landfill personnel (landfill technician or landfill equipment operator) who volunteers or if no landfill personnel volunteers, the least senior landfill personnel will be assigned. Seniority is as defined in Article 30(A). The least senior employee shall not be so assigned for consecutive years, in which case the next least senior shall be assigned. This provision does not limit the County's determination of the number of refuse collectors or landfill personnel required for Family Day depending on the operational requirements of the County. **Note:** This amendment adding paragraph G will sunset and be of no further effect after June 30, 2013 unless mutually extended in writing by the Union and County.

ARTICLE 14 - SICK LEAVE AND MATERNITY LEAVE

A. SICK LEAVE

1. All employees of the County shall be entitled to sick and disability leave with pay at the rate of one and one-fourth (11/4) days for each month of service in the employ of the County. Said leave may be accumulated from year-to-year up to a maximum accumulation of two hundred fifty (250) days.

2. An employee retiring from the service of the County shall be entitled to receive a credit to PERS, at the expense of the County, in the amount of his/her accumulated sick leave up to the maximum accumulation allowed, or at the sole option of the employee receive a direct payment in the amount of twenty-five percent (25%) of his/her accumulated sick leave up to an amount equal to twenty-five days of pay. All credits or payments shall be based on the employee's regular rate of pay.

3. When an employee leaves the service of the County for any reason other than by retirement, the employee shall be paid for twenty-five percent (25%) of his/her accumulated sick leave at the regular rate of pay up to an amount equal to twenty-five (25) days of pay at the regular rate of pay, provided said employee shall have been continuously employed with the County for a period of two (2) years prior to the date of separation.

4. Sick leave may be allowed for the illness of an employee, or for the illness of the wife, or husband, children, mother or father of the employee, which requires the presence of employee at the home of the employee or the home of the sick person, or the transportation of said sick person for medical treatment.

5. The public employee may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapter 616 or 617 of N.R.S. During such period of time the employee shall be considered on leave of absence without pay.

6. Sick or disability leave exceeding more than three (3) consecutive days may require written confirmation by a physician or dentist, unless approved by the department head. The department head may require confirmation of absence if he feels leave is being abused. Except for just cause, the County may not require retroactive written confirmation for days used.

B. MATERNITY LEAVE

1. An employee shall be entitled to the benefits as provided by the Family and Medical Leave Act (FMLA) codified in Title 29 of the United States Code.

2. Employees shall comply with all FMLA notice, application and certification requirements.

3. Employees are entitled to use accumulated sick and/or annual leave. An employee shall be in an unpaid status upon the use of all accumulated sick and annual leave.

4. Employees shall be restored to his/her position or to a position with equivalent pay, benefits and other terms and conditions of employment. A failure to return to work in a timely manner as provided by FMLA shall subject the employee to immediate termination.

ARTICLE 15 - BEREAVEMENT LEAVE

In the cases of death in an employee's immediate family, the following provisions shall apply:

1. If the relative is within the first degree of consanguinity or affinity, i.e., spouse, parents, children, etc., requiring his/her attendance, the employee shall be granted five (5) days administrative leave off with full pay.

2. If the relative is within the second or third degree of consanguinity or affinity, i.e., siblings, grandparents, grandchildren, etc., requiring his/her attendance, the employee shall be granted three (3) days administrative leave off with full pay.

Employees absent from work due to the death of a person not related as immediate family shall have said day's charges against the employee's annual leave.

ARTICLE 16 - ADMINISTRATIVE LEAVE

When involved in active emergency or human danger/safety response activities, participating employees shall be deemed to be on paid administrative leave, and shall suffer no loss of normal, non-overtime pay, nor debit of accrued paid leave accumulations. No employee shall be entitled to take administrative leave without the prior approval of the department head, nor shall administrative leave be considered time at work for purposes of calculating overtime compensation.

ARTICLE 17 - INDUSTRIAL ACCIDENTS

A. Whenever an employee is injured while on duty with the County, and the injury prevents the employee from performing his/her normal full-time duties, the County shall pay full salary to the employee for a period of up to but not exceeding sixty (60) calendar days from the date of absence from work. The sixty (60) day calculation shall be made available to employees from the date of injury or knowledge thereof, and may only be used as consecutive days off.

1. During this period, the employee shall not forfeit any accrued sick leave.

2. Upon expiration of sixty (60) calendar days after the on-the-job injury, if the employee is still unable to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive full compensation from the County, and his/her sick leave shall be charged at the rate of one (1) hour of sick leave for every two (2) hours of sick leave taken for the difference in hours between State Industrial Insurance System pay and his/her salary.

3. To be entitled to the benefits of this Article, the employee shall return to the County Clerk all disability payments made by S.I.I.S. covering the period(s) enumerated in Paragraph 1 of this Section.

4. Holidays occurring during an injury leave will not be counted as part of the sixty (60) calendar days in Paragraph 2 above.

B. When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, the employee shall receive no additional compensation from the County.

C. When receiving disability benefits from S.I.I.S., an employee shall not accrue sick leave and vacation.

D. If the employee is continually confined to a duly licensed hospital, as a result of the on-the-job injury, the County will pay full regular salary to the employee during the entire period of the confinement until S.I.I.S. ceases to render disability payments in connection with this injury.

1. When the County Commission determines that special circumstances warrant the action, the above requirements of continual confinement to a duly licensed hospital may be waived by action of the County Commission.

2. During this period, the employee will not forfeit sick leave or vacation benefits, but will refund all S.I.I.S. disability payments to the County.

E. Whenever medically and administratively feasible the County will provide light duty work.

1. The County may send, at the County's expense, an injured worker to its physician to ascertain whether or not light duty work is physically harmful to the employee.

F. The employee has the right to seek, at the employee's expense, a second opinion if the employee disagrees with the findings of the County's physician.

ARTICLE 18 - ANNUAL LEAVE

A. Employees shall be entitled to annual leave with pay for each month of service in the employ of the County, which may be cumulative from year to year not to exceed thirty (30) working days as follows:

1. 1-1/4 working days for less than ten (10) years of service.
2. 1-1/2 working days for ten (10) through fourteen (14) years of service.
3. 1-3/4 working days for excess of fourteen (14) years of service.

If an employee falls sick during approved annual leave, the time he or she is sick cannot be charged to sick leave without a doctor's certificate and the approval of the Board of County Commissioners. Annual leave benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of annual leave will not be allowed (N.R.S. 245.210). Leave year is to be construed the same as the calendar year (January 1 through December 31).

B. The Board of Mineral County Commissioners may, by order entered in its minutes, provide for additional annual, sick and disability leave for part-time employees. The Board of Mineral County Commissioners shall have the authority to grant leaves of absence to any employee without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.

C. Employees shall be entitled to compensation for accrued annual leave upon the termination of employment of such employee, such compensation to be equal to the number of accrued hours of annual leave multiplied by the daily salary or wages of such employee at the time of termination, however, this paragraph shall not apply to employees of the County who have been in the employment of the County for less then six (6) consecutive months and who shall not be entitled to compensation for accrued annual leave.

D. During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during such period.

E. No employee shall be absent from employment on annual leave without first obtaining approval from his/her department head.

F. If the employee has filed a written designation of beneficiary, then final payment of compensation due a deceased employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his/her property or that of his/her estate but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased employee has not filed such a designation with his/her employing public entity, the final payment is a part of the employee's personal estate. As used in this Section, "final payment" means the net amount due the employee after the deduction of all lawfully withheld sums from the employee's gross compensation.

G. Approvals for leave shall not be unreasonably withheld. Any vacation request submitted in writing will be approved or denied within ten (10) working days (excluding recognized holidays and weekends) or less of receipt.

ARTICLE 19 - MILITARY LEAVE

In the event that an employee is absent due to being called into the military service of the United States or of the State of Nevada for duty, such employee may continue to receive a salary from the County, not to exceed fifteen (15) working days. (Note: 1967 law, "National Guard", N.R.S. Chapter 411, Section 29).

ARTICLE 20 - JURY DUTY/COURT APPEARANCE

A. Any employee requested to appear in any court or before the grand jury, as a juror, witness in a criminal case, or a witness in a civil case with purpose of giving testimony, shall receive full compensation as though he or she were actually on the job during that time. The overtime provision for compensation shall apply if the employee is on County business, which shall mean any case in which the County is suing or being sued and an employee is called to testify on behalf of the County.

B. The employee shall claim any jury, witness or other fee to which he or she may be entitled by reason of the appearance and pay the fee(s) over to the County Treasurer.

C. Employees appearing in court for the above stated reasons on scheduled days off shall retain any compensation, which may be authorized for that appearance.

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

ARTICLE 21 - ASSIGNMENTS REQUIRING MOTOR VEHICLES

Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished by the County or employee shall be compensated for the use of said employee's personal vehicle at a rate of Thirty One and One Half Cents ($.31.5) per mile or at the State rate as set by the Nevada Legislature, whichever is greater. An employee shall have the option of using his/her personal vehicle even if a County vehicle is available and in such cases employee shall be reimbursed at the rate of Eighteen Cents ($.18) per mile.

ARTICLE 22 - HEALTH AND SAFETY

A. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.

B. It is the obligation of the employee to bring to the attention of his/her supervisor any knowledge of health and safety problems.

C. The County shall not discipline, discharge or in any manner discriminate against any employee because the employee has fulfilled his/her obligation as stated above.

D. The County agrees to act as soon as possible in order to alleviate any health and safety problems.

ARTICLE 23 - COMMERCIAL DRIVERS LICENSE

The County agrees to pay those fees associated with the initial obtaining and retaining of a Nevada State Commercial Drivers License (C.D.L.). Said fees will cover the cost of Motor Vehicle Department testing and physical examination testing. Should an employee fail in his/her first attempt to obtain a C.D.L., the employee will become obligated to pay any additional testing fees.

ARTICLE 24 - SAFETY EQUIPMENT

The County agrees to reimburse its employees, employed in its utility department shops, on its road department crews, its mechanics and gardeners up to One Hundred Fifty Dollars ($150.00) per year, which can be credited forward for a maximum accrual of Three Hundred Dollars ($300.00) every two consecutive years, hfor the purchase of steel-toed safety shoes. The aforementioned employees must, as a condition of employment, obtain and wear said safety shoes while performing work for the County. Affected employees will submit copies of their receipts to the County in order to receive reimbursements.

ARTICLE 25 - UNIFORM ALLOWANCE

Employees are to wear provided equipment and clothing at all times necessary to promote their health and safety due to the nature of their work being performed. Failure to do so may result in disciplinary action being taken by the County. Employees who are provided work uniforms by the County are to wear them at all times during the working day. The following job positions will be furnished three (3) changes of clothing weekly, by the County as provided above:

Equipment Operators
Mechanics
Maintenance Persons
Groundskeepers

Janitors
Solid Waste Collectors
Utility Field Workers

ARTICLE 26 - EDUCATIONAL COURSES

A. It is the policy of the County, subject to the availability of funds that tuition fees for approved job related educational and training courses for County employees may be approved, subject to approval by the Board of Commissioners.

B. Courses may be taken only with an accredited institution of higher learning or an approved adult education class. Reimbursement shall require proof of completion with a passing grade of "C" or above in a graded course or a "pass" in a pass/fail course.

C. Any adjustments in the regularly scheduled work must be approved by the department head and the Board of Commissioners.

D. The general purpose of this program is to build a County work force that is more productive and better motivated, thereby resulting in a lower turnover of employees.

ARTICLE 27 - REINSTATEMENT

When a former employee is reinstated after a break in service of more than ninety (90) days and less than one (1) year, such employee shall be entitled to the same salary step and grade classification he or she held prior to the break in service. Any exception may be approved by the Board of Commissioners upon written justification by the department head.

ARTICLE 28 - RETIREMENT

Subject to statutory requirements, the Employer agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of their employees.

ARTICLE 29 - PERSONNEL FILE

A. Each employee shall have the right, upon written request, to review the material in his/her own personnel file, in the Recorder/Auditor's office during non-duty hours.

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

C. Materials shall be released only for the purpose of processing grievances and for County legal documentation, except when written consent is given by the employee.

D. All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in this file.

E. Any negative written statement related to the employee's assigned duties or responsibilities shall not be placed in the employee's personnel file until after the employee has the right to review. The employee may grieve any dispute arising under this Article. An employee may, after six (6) months of issuance of any negative action, request of his/her department head the removal and destruction of such material. In the event that department head refuses such request, the affected employee may appeal to the Board of County Commissioners. The Board may honor such request at its discretion.

F. At the written request of the employee all adverse materials will be removed from the employee's file after one (1) year has elapsed. In any event, all adverse materials will be considered null and void after such one (1) year period.

G. An employee will, on written request to the County, receive copies of all materials in their personnel file.

H. Commendations shall be placed into the personnel file and a copy presented to the employee.

ARTICLE 30 - SENIORITY

A. Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This Section shall refer to regular employees as heretofore defined.

B. Seniority by classification shall be the principal consideration in cases of layoffs, demotions and recalls. An employee transferring or promoting between County departments retains his/her seniority from the prior County employment where the transferring or promoting employee is the same classification as other employees in department affected by a layoff. The County reserves the right to determine which classifications will be subject to layoff, demotion and recalls. Temporary, permanent intermittent and initial employment probationary employees within a department shall be first eliminated, in that order, before regular employees for classifications within the department that are determined by the County for layoff. The County shall give written notice to the Union and affected employee(s) thirty (30) calendar days prior to the effective date of an employee's layoff or demotion. An employee may be retained, without consideration of seniority, should that employee possess a skill not possessed by another employee, the employee possessing lesser skills shall have the option of choosing demotion or transfer provided there is an opening for which the employee is qualified in the bargaining unit. A Countywide reemployment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other reemployment, or employment lists in the event of rehiring. If the employee refuses an offer of reemployment, the employee shall be removed from the list.

C. On reemployment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification and wage held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is comparable to the employee's original classification and wage as is possible under the circumstances.

D. Upon reemployment, the salary shall be set pursuant to the Salaries Article of this Agreement.

E. Demotion of an employee for failed performance is excluded from the conditions applied under the terms of this Article.

ARTICLE 31 - PERFORMANCE EVALUATIONS

A. It is recognized and agreed that evaluations are a management prerogative and responsibility, and it shall, therefore, remain a management task. The County agrees to implement and maintain a uniform job performance review process. The immediate supervisor shall review with each employee that employee's job performance for the preceding review period. The review period shall commence on the employee's anniversary date through the day preceding the next anniversary date. Each employee shall receive a written performance appraisal on a form to be adopted by the County. The written performance appraisal shall be completed and reviewed with the employee within forty five (45) days of the employee's anniversary date unless extraordinary circumstances prevent the completion of the review process. The written appraisal shall be included in the employee's personnel file.

B. Notwithstanding the foregoing, however, it is also recognized and agreed that all evaluations must be clear and specific and, when criticizing job performance, the evaluation must be constructively critical and must clearly convey to the evaluatee the nature of the deficiency and the means by which the deficiency may be remedied.

ARTICLE 32 - UNION DUES

A. Employees may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the County from an employee, the County agrees to deduct on a biweekly basis from the wages of the employee the amount of Union dues.

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

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

D. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter except that authorization may be withdrawn by an employee during the month of April. If dues deduction authorization is not revoked during such period it shall continue for the balance of the contract year.

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

F. Upon termination of any employee the remaining amount of dues for the time worked will be deducted from the final check.

G. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate Union dues, when a member in good standing of the Union is in a non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 33 - UNION BUSINESS LEAVE

A. Three (3) members of the Union Negotiating Committee may be granted leave from duty with full pay, when reasonable, for all meetings between the County and the Union for the purpose of renegotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty. In any event, not more than one (1) employee may be released from any one (1) department at any time.

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

C. Whenever conditions permit, two (2) Union stewards may be granted leave from duty with or without pay for any reasonable and just cause as may be determined and granted by the County Commissioners. Approval for such leave by the County Commissioners shall not be unreasonably denied.

D. The Union shall notify the County of the designated representative who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions.

ARTICLE 34 - ORIENTATION AND NEW EMPLOYEES

A. The Union shall be notified of the employment of employees within the bargaining unit.

B. The Union steward shall be granted a reasonable amount of time to meet with the new employee(s) for the purpose of presenting and explaining the benefits and responsibilities of the contract.

ARTICLE 35 - MEETING ROOMS AND BULLETIN BOARDS

A. It is the privilege of the Union to use the provided space on the County bulletin boards for the posting of information or notices concerning Union business. A copy of all materials to be posted will be sent to the County Commissioners and/or their representative when posted.

B. Upon prior request the County will provide space for Union meetings.

ARTICLE 36 - DISCHARGE AND DISCIPLINARY ACTION

A. The County shall provide the affected employee with written notice prior to taking discharge or disciplinary action, except where circumstances dictate the County taking immediate action to remove the employee from the work place. In such cases, written notice as set forth below, shall be provided the employee within two (2) working days of the action.

B. In all cases, written notice of discharge or disciplinary action shall be served on the employee personally or by registered mail, return receipt, with a copy of the notice placed in the employee's personnel file, and mailed to the Union.

C. The County agrees that no post-probationary employee may be disciplined or discharged without just cause.

D. The written notice shall contain the following information:

1. The type of disciplinary action.

2. The effective date of the action.

3. The reason or cause for the action.

4. The employee shall be furnished all materials upon which the action is based.

5. That the employee has the right to respond to the authority initially imposing the discipline.

E. Except in instances where disciplinary action must be imposed immediately, the notice shall be provided to the employee and the Union no later than five (5) working days before the disciplinary action is to be effective. Where immediate disciplinary action has to be imposed, such action will not become final until the aforementioned notice has been furnished to the employee and the employee has been provided no less than five (5) working days from the receipt of the notice to respond to the authority initially imposing the discipline. Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal such disciplinary action under the grievance procedure. Such appeals shall be filed directly at the step of the grievance procedure from the authority initially imposing the discipline as set forth in the Grievance Procedure Article of this Agreement.

F. For the purpose of this Article and the Grievance Procedure Article of this Agreement, a "working day" shall be defined as a day when the County offices are normally opened for business.

ARTICLE 37 - GRIEVANCE PROCEDURES

A. DEFINITION

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

B. TIME LIMITS

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of a prescribed time limitation of this Article of the Agreement by the Union will mean the grievance is forfeited by the Union. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that the grievance is automatically moved to the next step as if the grievance had been denied. The parties of this Agreement may grant an extension of time to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

C. PROCEDURES FOR FILING

All grievances except as defined specifically in the Discharge and Disciplinary Action Article of this Agreement will be processed in the following manner:

Step 1

Within ten (10) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee shall present the written grievance to his/her department head for review. The grieved employee may request representation by a steward or business representative at this hearing. The Department Head shall, within ten (10) working days of hearing said grievance, render a written decision to the grievant.

Step 2

In the event the employee is not satisfied with the action taken by the department head following Step 1, the grieved employee has ten (10) working days from the date of receipt of the department head's written decision to appeal said decision to the Board of Mineral County Commissioners by providing written notice to the Mineral County Clerk. The appeal shall be heard at the next available meeting of the Board pursuant to the requirements of Chapter 241 of the Nevada Revised Statues.

Step 3

In the event the parties are unable to resolve the dispute either party may request arbitration of an unresolved grievance. The party requesting arbitration shall notify the other party in writing of such intent within ten (10) working days of the date of the hearing conducted pursuant to Step 2. The moving party shall request a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The decision as to which party shall strike first shall be determined by lot.

The arbitrator shall have no authority to amend or modify any provision of this agreement. The arbitrator's award is final and binding except as provided by law. The fees of the arbitrator and any transcript required by the arbitrator shall be equally split between the parties. The parties shall be solely liable for their own cost of preparation and presentation for the arbitration hearing.

ARTICLE 38 - STRIKES

A. The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.

B. For the purpose of this Agreement the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work, slowdown, interruption of the operations of the County by the Union and/or its members.

ARTICLE 39 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 40 - SAVINGS CLAUSE

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

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ARTICLE 41 - EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect from July 1, 2013, and shall continue in force until June 30, 2014. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of both parties.

IN WITNESS WHEREOF, the County and the Union have caused these presents to be duly executed by their authorized representatives this _____ day of _____, 2013.

MINERAL COUNTY
Board of Commissioners

Jerrie Tipton, Chairman

Cliff Cichowlaz, Member

Paul MacBeth, Member

Attest:

Cherie George, Clerk and Treasurer

Attest to Legal Form:

Sean Rowe, District Attorney

STATIONARY ENGINEERS, LOCAL 39
of the International Union of
Operating Engineers, AFL-CIO

Jerry Kalmar, Business Manager

Tony DeMarco, President

Jerry Frederick, Business Representative

Louis Combs, Steward-Negotiator

Tom Carrigan, Steward-Negotiator

Karen Boyles, Steward-Negotiator

APPENDIX A
BARGAINING UNIT

PART TIME HOURLY

Class - 1

Class - 2

Class - 3

Class - 4

Library Assistant

Class - 5

Assistant Librarian

Class - 6

Janitor

Class - 7

Deputy Court Clerk
Landfill Gatekeeper

Class - 8

Class - 9

Groundskeeper

Class - 10

Administrative Assistant I
Billing Clerk (Utility Department)
Child Support Enforcement Specialist
Deputy Clerk Treasurer I
Deputy Court Clerk I
Deputy Recorder Auditor I
Landfill Technician
Legal Secretary I

Solid Waste Collector

Class - 11

Administrative Assistant II
Animal Control Officer
Appraiser Trainee II
Deputy Clerk Treasurer II
Deputy Court Clerk II
Deputy Recorder Auditor II
Utilities Account Clerk

Class - 12

Administrative Assistant III
Legal Secretary II
Senior Deputy Assessor
Senior Deputy Clerk Treasurer
Senior Deputy Court Clerk
Senior Deputy Recorder Auditor

Class - 13

Truck Driver/Equipment Operator (Landfill)
Equipment Operator (Utility Department)
Heavy Duty Equipment Operator (Road Department)
Mechanic
Meter Reader - Pipe Fitter
Meter Reader - Welder
Public Works Maintenance
Utility Operator I

Class - 13

Operator/Engineer (Fire Department)

Class - 14
Appraiser
Emergency Management/GIS Office Manager
Utility Operator II

Class - 15

Lead Equipment Operator
Maintenance
Mechanic II
Utility Operator III

Class - 16

Chief Appraiser

Class - 17

Class - 18

Utility Operator Leader

Class - 19

Class - 20

Appendix B
Mineral County Pay Classification Schedule
Effective July 1, 2013

Class	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15
1 Annual	$17,777.46	$18,678.18	$19,341.88	$20,005.56	$20,669.25	$21,380.35	$22,044.05	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,291.39	$25,907.68	$26,523.96	$27,163.96
Reg Hourly	$8.55	$8.98	$9.30	$9.62	$9.94	$10.28	$10.60	$10.92	$11.24	$11.56	$11.87	$12.16	$12.46	$12.75	$13.06
Ret Ex Rate	$9.24	$9.66	$10.06	$10.38	$10.75	$11.09	$11.44	$11.80	$12.13	$12.49	$12.84	$13.14	$13.46	$13.79	$14.12
2 Annual	$18,678.18	$19,341.88	$20,005.56	$20,669.25	$21,380.35	$22,044.05	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,409.91	$25,978.79	$26,618.78	$27,258.77	$27,922.46
Reg Hourly	$8.98	$9.30	$9.62	$9.94	$10.28	$10.60	$10.92	$11.24	$11.56	$11.87	$12.22	$12.49	$12.80	$13.11	$13.42
Ret Ex Rate	$9.67	$10.06	$10.38	$10.75	$11.09	$11.44	$11.80	$12.13	$12.49	$12.84	$13.18	$13.51	$13.83	$14.17	$14.49
3 Annual	$19,341.88	$20,005.56	$20,669.28	$21,380.35	$22,044.05	$22,707.74	$23,371.43	$24,034.00	$24,698.81	$25,386.21	$26,097.31	$26,737.30	$27,377.28	$28,040.98	$28,728.37
Reg Hourly	$9.30	$9.62	$9.94	$10.28	$10.60	$10.92	$11.24	$11.55	$11.87	$12.20	$12.55	$12.85	$13.16	$13.48	$13.81
Ret Ex Rate	$10.06	$10.38	$10.75	$11.09	$11.44	$11.80	$12.13	$12.49	$12.84	$13.18	$13.57	$13.90	$14.23	$14.59	$14.94
4 Annual	$20,005.56	$20,669.25	$21,380.35	$22,044.05	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,784.70	$27,424.69	$28,088.38	$28,775.77	$29,463.17
Reg Hourly	$9.62	$9.94	$10.28	$10.60	$10.92	$11.24	$11.56	$11.87	$12.20	$12.52	$12.88	$13.18	$13.50	$13.83	$14.16
Ret Ex Rate	$10.38	$10.75	$11.09	$11.44	$11.80	$12.13	$12.49	$12.84	$13.18	$13.54	$13.92	$14.27	$14.61	$14.96	$15.33
5 Annual	$20,669.25	$21,380.35	$22,044.05	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,472.09	$28,135.79	$28,799.48	$29,510.58	$30,221.68
Reg Hourly	$9.94	$10.28	$10.60	$10.92	$11.24	$11.56	$11.87	$12.20	$12.52	$12.84	$13.21	$13.53	$13.85	$14.19	$14.53
Ret Ex Rate	$10.75	$11.07	$11.41	$11.77	$12.10	$12.46	$12.81	$13.15	$13.51	$13.86	$14.24	$14.59	$14.94	$15.31	$15.68

Class	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15
6 Annual	$21,380.36	$22,062.43	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,386.22	$26,049.89	$26,713.59	$27,377.28	$28,040.98	$28,823.19	$29,554.14	$30,265.78	$31,001.10
Reg Hourly	$10.28	$10.61	$10.92	$11.24	$11.56	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.86	$14.21	$14.55	$14.90
Ret Ex Rate	$11.06	$11.44	$11.80	$12.13	$12.49	$12.84	$13.18	$13.54	$13.90	$14.23	$14.62	$14.97	$15.34	$15.72	$16.09
7 Annual	$22,062.43	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,823.19	$29,534.29	$30,245.38	$30,980.18	$31,738.68
Reg Hourly	$10.61	$10.92	$11.24	$11.56	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.86	$14.20	$14.54	$14.89	$15.26
Ret Ex Rate	$11.44	$11.80	$12.13	$12.49	$12.84	$13.18	$13.54	$13.90	$14.23	$14.58	$14.97	$15.34	$15.72	$16.09	$16.49
8 Annual	$22,707.74	$23,371.43	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,557.98	$30,269.08	$31,003.89	$31,762.39	$32,520.89

Reg Hourly	$10.92	$11.24	$11.56	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.82	$14.21	$14.55	$14.91	$15.27	$15.64
Ret Ex Rate	$11.80	$12.13	$12.49	$12.84	$13.18	$13.54	$13.90	$14.23	$14.58	$14.93	$15.36	$15.74	$16.11	$16.51	$16.91
9 Annual	$23,371.43	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,245.38	$30,980.18	$31,714.98	$32,497.19	$33,279.39
Reg Hourly	$11.24	$11.56	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.82	$14.14	$14.54	$14.89	$15.25	$15.62	$16.00
Ret Ex Rate	$12.13	$12.49	$12.84	$13.18	$13.54	$13.90	$14.23	$14.58	$14.93	$15.28	$15.74	$16.12	$16.51	$16.90	$17.33
10 Annual	$24,035.12	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,909.07	$31,667.58	$32,449.78	$33,231.99	$34,037.91
Reg Hourly	$11.56	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.82	$14.14	$14.46	$14.86	$15.22	$15.60	$15.98	$16.36
Ret Ex Rate	$12.49	$12.84	$13.18	$13.54	$13.90	$14.23	$14.58	$14.93	$15.28	$15.63	$16.07	$16.46	$16.87	$17.27	$17.70

Class	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15
11 Annual	$24,698.81	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,643.87	$32,141.65	$33,208.29	$34,014.20	$34,843.81
Reg Hourly	$11.87	$12.20	$12.52	$12.84	$13.16	$13.48	$13.82	$14.14	$14.46	$14.80	$15.21	$15.45	$15.97	$16.35	$16.75
Ret Ex Rate	$12.84	$13.18	$13.54	$13.90	$14.23	$14.58	$14.93	$15.28	$15.63	$16.01	$16.46	$16.86	$17.26	$17.69	$18.12
12 Annual	$25,386.21	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,283.86	$33,054.90	$33,871.98	$35,311.60	$35,554.91
Reg Hourly	$12.20	$12.52	$12.84	$13.16	$13.48	$13.82	$14.14	$14.46	$14.80	$15.10	$15.52	$15.89	$16.28	$16.98	$17.09
Ret Ex Rate	$13.18	$13.54	$13.90	$14.23	$14.58	$14.93	$15.28	$15.63	$16.01	$16.33	$16.78	$17.19	$17.62	$18.05	$18.48
13 Annual	$26,049.90	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,800.87	$34,630.49	$35,483.79	$36,337.12
Reg Hourly	$12.52	$12.84	$13.16	$13.48	$13.82	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.25	$16.65	$17.06	$17.47
Ret Ex Rate	$13.54	$13.90	$14.23	$14.58	$14.93	$15.28	$15.63	$16.01	$16.33	$16.69	$17.05	$17.59	$18.01	$18.45	$18.90
14 Annual	$26,713.59	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,682.36	$34,511.97	$35,341.59	$36,218.61	$37,095.63
Reg Hourly	$12.84	$13.16	$13.48	$13.82	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.19	$16.59	$16.99	$17.41	$17.83
Ret Ex Rate	$13.90	$14.23	$14.58	$14.93	$15.28	$15.63	$16.01	$16.33	$16.69	$17.05	$17.51	$17.97	$18.37	$18.81	$19.28
15 Annual	$27,377.28	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,251.23	$35,080.85	$35,034.17	$36,011.19	$37,711.92
Reg Hourly	$13.16	$13.48	$13.82	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.08	$16.47	$16.87	$17.28	$17.70	$18.13
Ret Ex Rate	$14.23	$14.58	$14.93	$15.28	$15.63	$16.01	$16.33	$16.69	$17.05	$17.40	$17.89	$18.32	$18.78	$19.24	$19.71

Class	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15
16 Annual	$28,040.98	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,109.01	$35,057.14	$35,910.46	$36,787.48	$37,688.21	$38,612.63
Reg Hourly	$13.48	$13.82	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.08	$16.40	$16.85	$17.26	$17.69	$18.12	$18.56
Ret Ex Rate	$14.58	$14.93	$15.28	$15.63	$16.01	$16.33	$16.69	$17.05	$17.40	$17.73	$18.24	$18.69	$19.15	$19.61	$20.09
17 Annual	$28,752.08	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,109.01	$34,772.70	$35,744.54	$36,621.56	$37,497.46	$38,423.01	$39,371.14
Reg Hourly	$13.82	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.08	$16.40	$16.72	$17.18	$17.61	$18.03	$18.47	$18.93
Ret Ex Rate	$14.93	$15.28	$15.69	$16.01	$16.33	$16.69	$17.05	$17.40	$17.73	$18.08	$18.59	$19.04	$19.51	$19.99	$20.48
18 Annual	$29,415.77	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,109.01	$34,772.70	$35,460.10	$36,431.93	$37,308.95	$38,233.39	$39,157.81	$40,105.94
Reg Hourly	$14.14	$14.46	$14.80	$15.10	$15.44	$15.76	$16.08	$16.40	$16.72	$17.05	$17.52	$17.94	$18.38	$18.83	$19.28
Ret Ex Rate	$15.28	$15.63	$16.01	$16.33	$16.69	$17.05	$17.40	$17.73	$18.08	$18.42	$18.95	$19.42	$19.89	$20.38	$20.88
19 Annual	$30,079.45	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,109.01	$34,772.65	$35,460.10	$36,123.79	$37,143.03	$38,043.76	$38,944.48	$39,940.02	$40,911.86
Reg Hourly	$14.46	$14.80	$15.10	$15.44	$15.76	$16.08	$16.40	$16.72	$17.05	$17.37	$17.86	$18.29	$18.72	$19.20	$19.67
Ret Ex Rate	$15.69	$16.01	$16.33	$16.69	$17.05	$17.40	$17.73	$18.08	$18.42	$18.85	$19.37	$19.85	$20.34	$20.84	$21.34
20 Annual	$30,790.55	$31,406.84	$32,117.94	$32,781.63	$33,445.33	$34,109.01	$34,772.70	$35,460.10	$36,123.79	$36,787.48	$37,830.43	$38,754.86	$39,702.99	$40,674.82	$41,670.36
Reg Hourly	$14.80	$15.10	$15.44	$15.76	$16.08	$16.40	$16.72	$17.05	$17.37	$17.69	$18.19	$18.63	$19.09	$19.56	$20.03
Ret Ex Rate	$16.01	$16.33	$16.69	$17.05	$17.40	$17.73	$18.08	$18.42	$18.85	$19.19	$19.73	$20.20	$20.70	$21.21	$21.73

APPENDIX C
FIRE FIGHTER PROVISIONS

This Appendix shall apply to the fire department only. When not specifically altered by this document, fire department bargaining unit wages and benefits are covered by the balance of the Agreement.

A. FIRE FIGHTER BASIC WORK SCHEDULE

Fire fighters basic work schedule will include one hundred twenty two (122) twenty four (24) hour shifts per year, inclusive of meals and rest periods as are in effect at the time this Agreement is reached.

1. Shifts are scheduled for 8:00 a.m. to 8:00 a.m.

2. For the purpose of computing a base hourly rate for fire fighters the Employer shall use the following computations:

One hundred twenty two (122) shifts times twenty four (24) hours equal two thousand nine hundred twenty eight (2,928) hours per year. Each fire fighters annual base rate in the appropriate class and step level should then be divided by two thousand nine hundred twenty eight (2,928) hours, thereby arriving at a base hourly rate of pay. Fire fighters will therefore be paid for each hour worked.

B. OVERTIME

Fire fighters required to work outside their normal 8:00 a.m. to 8:00 a.m. shifts shall be compensated at one and one half times (1 1/2x) their hourly exempt rate of pay.

C. HOLIDAYS

Fire fighters who are not scheduled to work on a holiday will be compensated for twelve (12) hours of his/her hourly rate of pay.

D. SICK LEAVE

Fire fighters shall be entitled to earn sick leave benefits at the rate of seven (7) hours for twenty four (24) biweekly pay periods. Earned sick leave may accumulate from year to year to a total of one thousand one hundred twenty eight (1,128) hours, forty seven (47) shifts.

E. BOOT ALLOWANCE

Firefighters shall receive the allowance as provided in Article 24 of this Agreement.