

AGREEMENT

BETWEEN

CITY OF ELY FIRE DEPARTMENT

AND

OPERATING ENGINEERS, LOCAL 3

JULY 1, 2021 TO JUNE 30, 2022

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**ARTICLE 1**  
**PREAMBLE**

A. This agreement is entered into by the City of Ely, Nevada, hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this agreement.

C. It is recognized by both the City, the Union and the employees that the City is engaged in rendering public service to the general public and that there is an obligation on each part for the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

**ARTICLE 2**  
**RECOGNITION**

Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereinafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the Chief but to include Assistant Chiefs and all classifications beneath this grade as defined for the purpose of collective bargaining. The Union makes the agreement in its capacity as the exclusive bargaining agent for the City Fire Department Bargaining Unit.

**ARTICLE 3**  
**ASSISTANT FIRE CHIEF' NEW HIRES' SPECIALTY PAY**

I. **Assistant Fire Chief**  
**Definition**

Under general direction, as a shift supervisor, is responsible for all operating, maintenance, and inspection functions of a fire station; responds to fire alarms, and pending arrival of the Fire Chief, Assumes command in such emergency situations; trains and supervises volunteer personnel.

**Examples of duties** (The following is used as a partial description and is not restrictive as to duties required.)

Responds to fire alarms and directs fire suppression activities in the absence of the Fire Chief; evaluates the fire; determines appropriate techniques to combat it; supervises the laying of hose lines, placement of equipment, direction of suppressants, first aid and rescue activities, performs the duties of an Emergency Medical Technician. In the presence of the Fire Chief, directs volunteer personnel and equipment in carrying out the orders of the Fire Chief. Assists in fire prevention programs. Coordinates company inspections of fire target hazards and commercial buildings for pre-fire planning. Conducts or assists in investigations of cause of fire and prepares recommendations as to action to be taken. Estimates extent of damage and loss. Supervises and participates in the cleaning, repair and maintenance of equipment, quarters and apparatus. Provides on-the-job training to volunteer personnel and paid staff. May testify in court or other proceedings. Prepares various records and reports. Frequent public contact when inspecting, fighting fires, at school fire drills and other school programs, answering questions, giving directions in emergency situations and with other regulatory agencies. Performs related work as required. Any added duties will be negotiated by the parties.

#### **Desirable Knowledge, Skills and Abilities**

Thorough Knowledge of: Principles and equipment used in the suppression and prevention; first aid and rescue techniques; physical layout of the City and County; causes and characteristics of fires; zoning, building construction; preservation of evidence; incendiary methods and materials. Skill in the application of firefighting methods and techniques and in the use and general care of facilities and equipment. Ability to: Supervise and train others in firefighting techniques to specific situations; communicate effectively in both oral and written form; establish and maintain effective working relationships; perform with physical strength and agility. Willingness to work shifts, overtime, weekends and holidays.

#### **Preferred Education and Experience**

Graduation from high school, preferably supplemented by recognized courses in firefighting, fire hydraulics, first aid and related courses, and three years of experience on fire suppression and prevention activities, of which one year was in a supervisory capacity, or an equivalent combination of education and experience.

**License:** Must possess a valid Nevada Motor Vehicle operator's license prior to appointment, and must possess EMT Certification with Defibrillator Ambulance Attendant license, upon appointment.

## **II. Firefighter**

Effective July 1, 2015, to be considered for a position within the Bargaining Unit, all new hire firefighters are required to have completed all of the following requirements:

1. Nevada approved Firefighter I Certification
2. Nevada approved Advanced EMT Certification
3. Nevada Class B Commercial Driver's License with tanker endorsement within twelve calendar months of hire.
4. Nevada Ambulance Attendant license.
5. Nevada Class F Endorsement

## **III. Firefighter Trainee**

**Effective July 1, 2021, to be considered for a position within the Bargaining Unit, all new hire firefighter Trainees are required to have Nevada approved AEMT Certification or Paramedic Certification and completed all of the following requirements within 12 months of hire date and may be advanced sooner upon the chief's approval:**

1. Nevada approved Firefighter I Certification  
AND
2. Obtainment of a Nevada Class B Commercial Driver's License with tanker endorsement within twelve calendar months of hire.

## **IV. Specialty Pay**

1. All Bargaining Unit members who obtain certification to perform fire inspections for the City of Ely shall receive a two (2%) percent increase in their hourly rate, so long as they maintain that certification.
2. All Bargaining Unit employees hired before July 1, 2015 who obtain and maintain their Nevada approved Advanced EMT Certification shall receive a two (2%) percent increase in their hourly rate so long as they maintain that certification.

## **V. Cost of Living Increase.**

1. Effective July 1, 2021, employees shall be compensated at Five Percent (5%) above the Pay Schedule as attached in Exhibit A.

**ARTICLE 4**  
**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, sexual orientation, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

**ARTICLE 5**  
**DISCIPLINARY PROCEDURES**

A. When a non-probationary employee's job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing, the employee shall sign the notice of deficiency and have a copy placed in the employee's personnel folder. The employee shall be granted a reasonable period of time for improvement or correction of the noted deficiency of not less than thirty (30) calendar days or more than ninety (90) calendar days. If the employee's work performance does not meet standards after the improvement period, then the supervisor may begin disciplinary action as outlined under Article 26 of this Agreement.

B. Written reprimands may be removed from an employee's personnel file at the written request of an employee twelve (12) months after the date of the reprimand, provided no additional discipline has been issued to the employee during this time. Removals will be at the discretion of the City based on the nature of the reprimands and the employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

C. Disciplinary action may consist of, but not limited to, documented verbal warning, written reprimand, suspension or leave without pay, or termination. No covered employee may receive disciplinary action without just cause.

D. **DUE PROCESS PROCEDURE:** When the City receives a complaint regarding an employee the City shall take the following steps. This shall be the sole process for administering discipline to covered employees.

1. **Investigatory Meeting** - As soon as practicable, based upon the nature of the complaint, the Department Head and/or the City Administrator shall notify the covered Employee that he/she has received a complaint and schedule a meeting with the employee in investigate the complaint. The covered Employee is entitled to have a Union Representative with him/her at this investigatory meeting, if he/she so chooses. The Employee and the Union Representative shall have the right to know what the Employee is being accused of and allow the Employee to explain their actions

regarding the events leading up to and subsequent (if applicable) to the alleged incident. The Union Representative shall attend the Investigatory Meeting to ensure the Employee's Rights are preserved, but shall not be allowed to answer questions or speak on behalf of the Employee. During the investigatory meeting, the Union Representative shall have the right to ask follow up questions pertaining to the investigation. An Employee's refusal to attend the Investigatory Meeting shall be deemed insubordination, potentially subjecting the Employee to additional disciplinary action. If the Employee is required to return to the City of Ely to attend an Investigatory Meeting after his/her shift or on a day off, he/she shall be paid for all time spent with the Department Head and/or City Administrator.

**2. Administration of Discipline.**

(a) Within five (5) business days following the investigatory meeting with the covered Employee and his/her Union Representative (if applicable) the Department Head and/or the City Administrator shall make a decision regarding administering any disciplinary action. In the event the City decides that a violation of City of Ely Personnel Policy Manual has occurred and based upon the severity of the infraction and prior disciplinary status of the covered Employee, unless the Employee receives a documented verbal warning, the Department Head and/or the City Administrator shall reduce the discipline to be administered into writing, identifying the nature of the complaint, the results of the investigation, the level of discipline to be administered, and the rationale for the level of discipline administered. In addition, the Department Head and/or the City Administrator shall admonish the Employee that future infractions could lead to additional disciplinary action, up to and including, suspension pending termination.

(b) Depending on the severity of the alleged violation of policy, the Department Head and/or City Administrator shall provide the covered Employee with at least twenty four (24) hours' advanced notice from the investigatory meeting to the administration of discipline. In appropriate circumstances, the City may place the covered Employee on Leave Without Pay, pending a determination of what level of discipline may be appropriate based upon the nature of the allegation and the results of the investigatory meeting. If the City determines to place an employee on Leave Without Pay, the Department Head or the City Administrator shall contemporaneously notify the Union of the action. The parties stipulate and agree that the employee, or the Union on behalf of the employee, retains the right to argue at each step of the grievance procedure that the time spent on Leave without Pay was excessive.

(c) The City may determine to immediately administer disciplinary action, especially in circumstances when allowing the Employee to return to the work place is unsafe, could result in loss of City property or information, or where the Employee's conduct could negatively impact the moral of fellow employees or the operations of the Department, in which case, the City reserves the right to administer discipline immediately following the investigatory meeting.

(d) The employee shall have the right, but not the obligation, to respond, in writing to any disciplinary action administered by the Department Head and/or City Administrator and have a copy of the written response attached to the administered disciplinary action. In order to attach a written response, the employee must provide that written response no later than thirty (30) calendar days from administration of disciplinary action. Any response will remain in the employee's personnel file pursuant to this Article.

E. All disciplinary under this Article shall be subject to the grievance procedures identified in Article 23.

F.

#### **ARTICLE 6** **CREATION OF NEW JOB CLASSIFICATIONS AND GRADES**

If, at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, shall negotiate the changes.

#### **ARTICLE 7** **PERSONNEL FILE**

A. Each employee shall have the right, upon written request and at any reasonable time, to review the material in his/her personnel file.

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

C. All negative material or payroll documentation in this file must be signed by the employee and dated and a copy provided to the employee at the time it is signed. No anonymous letters or material shall be placed in this file.

D. An employee, upon written request to the City, may receive copies of all materials in their personnel file.

E. Upon written request of an employee, or the Union on behalf of an employee, a copy of any disciplinary records, performance evaluations or payroll related documents necessary to prosecute a grievance on behalf of the employee, shall be provided to the employee or the Union. In order to produce a copy of documents for the Union on behalf of an employee, the employee must authorize the release of documents, in writing, signed and presented to the City of Ely. The City shall have five (5) business days to produce the requested records. A copy of the authorization shall remain in the employee's personnel file.

F. After one (1) year the member may request in writing that any derogatory or adverse documents relating to discipline be removed. All derogatory or adverse documents relating to discipline shall be removed after two (2) years if no other disciplinary action has occurred within that two (2) years, upon written request of the employee.

**ARTICLE 8**  
**STEWARDS**

A. The Union may designate one (1) employee as shop steward and this steward shall be authorized to meet and confer with City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

**ARTICLE 9**  
**ORIENTATION AND NEW EMPLOYEES**

**I. Orientation**

The Union shall be notified of the employment of employees within the bargaining unit. The Union steward will be granted time to orient all new employees concerning the Union. Orientation shall not be done on City of Ely property or premises.

**II. Probation**

A. Employees shall serve a probationary period during which time their work performance and general suitability for city employment will be evaluated. The probationary period for all classifications shall be six (6) months. The City may request an extension of the probationary period through a meeting with city management, the union, immediate supervisor and the employee to discuss the option of extending the probationary period for no more than an additional six (6) months. All involved parties shall sign an appropriate document agreeing to the extension of the probationary period.

B. Former employees who are rehired following a break in service of ninety (90) calendar days or more, shall serve a new probationary period. This does not apply to an employee called back during the recall period following a layoff.

C. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Grievance and Arbitration procedure of this Agreement.

D. Probationary employees may not promote, demote or transfer to another position during the probationary period.

**ARTICLE 10**  
**UNION DUES**

A. Employees may authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee, the amount equal to one half the total monthly dues.

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

C. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason taken by the City in reliance upon any authorization cards submitted by the Union of the City. The Union agrees to refund to the City 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 year and automatically renewed each year thereafter unless withdrawn by the employee the month immediately proceeding their anniversary hire date.

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

**ARTICLE 11**  
**RETIREMENT**

A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286 or successor statutes, if applicable.

B. Eligibility for retirement shall be governed by NRS 286.510 or its successor statute. Employees are advised to be familiar with these provisions as they apply to eligibility for retirement.

C. For reporting purposes to the Public Employees Retirement System only, covered 24 hour employees shall be considered "exempt", allowing the City to calculate their annual salary, divide into 26 equal pay periods, and issue a check to the employee each pay period reflecting 1/26th of their annual pay, plus any applicable Specialty Pay pursuant to Article 3, Section III of this Agreement. This provision shall in no way affect the classification of covered employees under the Fair Labor Standards Act, or prevent the covered employee from receiving overtime compensation as contemplated in Article 25, Section II.

D. The City and the Union agree the methodology for determining the monthly reporting to the Public Employees Retirement System for covered employees shall be as follows:

1. The parties shall take the negotiated annual wage, including any applicable Specialty Pay, divide that sum by 2202 hours<sup>1</sup> to obtain the hourly rate to be used in calculating the covered employee's hourly and overtime rate.

In reaching the 2202 hours, the parties looked to the four year schedule for the four employees. In a four year time, each employee will work an average of 2202 hours based on the current

2. The parties shall take the negotiated annual wage, including applicable specialty pay and divide that sum by 26 pay periods per year to determine the bi-weekly wages. The employee shall be paid this "base" pay<sup>2</sup> each pay period which will be reported to the Public Employee's Retirement System reflecting full-time exempt status. The parties recognize this methodology may result in pay periods when the employee does not work the full number of regular hours required to reach the "base" bi-weekly pay amount, but also recognize there are pay periods in which the employee will work more regular hours than they are paid for based on this methodology for reporting wages to the Public Employee's Retirement System. The parties further agree and waive now and forever more the ability of an employee to file a grievance due to the methodology of reporting wages to the Public Employee's Retirement System to ensure the employee receives credit for full time employment for retirement purposes.

3. The previous subparagraphs in this paragraph do not affect payment for overtime pay, holiday pay or other premium pays contemplated in the collective bargaining agreement, unless specifically changed in a subsequent collective bargaining agreement.

## **ARTICLE 12** **MANAGEMENT RIGHTS**

The City is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the City in all its various aspects pursuant to NRS 288.150.

**ARTICLE 13**  
**UNION BUSINESS LEAVE**

A. One (1) employee from the bargaining unit may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty. If a bargaining day shall be on the employee's non-work day, the employee shall be paid overtime pursuant to Article 25 for all hours in collective bargaining on that day.

B. One employee Union representative may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such

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scheduling methodology resulting in the following (not necessarily in this order) annual hours worked: Year 1 — 2232 hours worked, Year 2 — 2191 hours worked, Year 3 — 2201 hours worked, and Year 4 — 2184 hours worked. When added together and divided by the four years, the average hours worked for a full time 24 hour firefighter covered by this collective bargaining agreement is 2202 hours.

As used in this Memorandum of Understanding, the "base" pay is the bi-weekly pay check, before addition of any applicable overtime or holiday pay not worked pursuant to the terms of the collective bargaining agreement

meetings take place at a time during which such employee is scheduled to be on duty.

C. The Union shall notify the City of the designated representatives who shall be authorized to fill those positions.

**ARTICLE 14**  
**JURY DUTY/COURT APPEARANCE**

A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in the general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.

B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.

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

**ARTICLE 15**  
**CLOTHING UNIFORM**

I. Clothing

A. If required by the employee's department head with written approval from the City Clerk/Administrator or his designee, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and uniform. The City shall provide all employees with necessary personal protective equipment and clothing for both structural and wild-land fire-fighting.

B. All protective clothing and equipment shall meet the requirements provided by Nevada or Federal OSHA.

C. The City will promptly repair and/or replace any protective clothing damaged or destroyed in the line of duty.

D. When an employee performs duties which may result in the employee's clothes being stained because of contact with grease, lubricants or similar substances, the City shall make available to the employee protective clothing.

II. Uniforms

A. The City shall supply each firefighter up to \$ 926.00 per year for a uniform allowance, to be used by the City to purchase the employees their uniforms.

B. The firefighter shall be required to supply and maintain their bedding.

C. Firefighters shall abide by the Uniform Code for Ely Fire Department:

1. Coveralls provided by City and maintained by City.
2. Dark blue shirts - Long or Short Sleeves.
3. "T" Shirts - Summer uniforms Navy Dark Blue - with E.F.D. logo.
4. Navy Blue Pants - Cotton - "Station Pants."
5. Dark Shoes or Boots "Personal Pleasure."
6. Badges will be worn on duty hours except with "T" shirts.

7. Name Tags with Assistant Chief.
  8. Clean and presentable uniforms will be worn. If worn, hats must be clean and presentable reflecting the City of Ely Fire Department.
- D. The Uniform Code may be changed by a mutual agreement between the Union and the City.
- E. Employees may use the uniform allowance for the purchase of tools of the trade or other specialty items only after the uniform requirements have been met first. Purchase of tools of the trade may not exceed the annual uniform allowance. (Example: Specialty cutting tools, stethoscope, gloves or other items of choice)

**ARTICLE 16**  
**BUSINESS TRAVEL EXPENSES**

A. City of Ely will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Fire Chief, then the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

B. Employees whose travel plans have been approved should make all travel arrangements through the Fire Chief.

C. When approved, the employee's actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by City of Ely. Employees shall be paid the per diem rate set for employees of the State of Nevada. Employees are expected to limit expenses to reasonable amounts.

D. Any employee who is involved in an accident while traveling on business must promptly report the incident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

E. Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

F. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee. The employee shall indemnify, defend and hold the City completely harmless for any and all claims or suits arising out of his/her request to allow

someone to accompany them on the trip. The City shall be in no way liable for any losses incurred by the employee or any family member or friend resulting from their participation in travel. The employee shall be required to use his/her own personal vehicle if taking a family member or friend on any business trip.

G. Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

**ARTICLE 17**  
**MEDICAL AND LICENSE REQUIREMENTS**

A. Any and all fees and/or costs associated with employee requirements for licensing and/or examination necessary for continuing employment shall be paid for by the City.

B. Hepatitis- The City will pay for a one time series of shots for all firefighters.

**C. TRAINING:**

Upon approval of the Fire Chief, employees will be reimbursed for (1) one reasonable training course per year to include tuition, books and consumable educational materials costs for educational training courses that meet the following conditions:

- 1) The training is directly related to the required skill or education for the employee's current position.
- 2) The training is in accordance with the departmental training standards
- 3) Employee successfully completed the training course
- 4) The course is taken from a recognized and/or accredited school, such as NFPA, IFSAC, Nevada approved EMS training, etc.

**ARTICLE 18**  
**LAY OFF**

A. Seniority by classification shall be the only consideration in case of layoffs, demotions, and recalls within this unit. The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion.

B. Any regular status employee reduced in grade or laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

Employees with:

0 to 8 Years of Service = 1 year recall period

.8 or more Years of Service = 2 year recall period

C. The City will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at his/her last known address, of an offer of recall and shall, within twenty-one (21) calendar days from the date of mailing, respond affirmatively in person to the City Administrator of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within two (2) weeks of acceptance of the offer. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

#### **I. Leave of Absence without Pay**

A. Leave without pay may be granted only to an employee who desires to return to City service.

B. Leave without pay of less than thirty (30) calendar days may be granted by the City Administrator.

C. Leave without pay of thirty (30) calendar days or more may be granted for the good of the public service by the City Council.

D. The employee shall retain his/her status as a public employee and the pay, leave and benefit accrual levels as earned prior to the approved leave.

#### **II. Leave of Absence with Pay**

When it is impractical for a registered voter to vote before or after his normal working hours.

#### **III. Unauthorized Absence**

A. An unauthorized absence from work shall be a no call no show and may be a cause for disciplinary action up to and including termination.

B. An unauthorized absence for two (2) consecutive shifts shall be regarded as an automatic resignation from City employment.

**ARTICLE 20**  
**SICK LEAVE**

**I. Accruals**

A. Employees shall start accruing sick leave upon the date of hire, but shall not be allowed to utilize sick leave accruals until completion of their probationary period. A probationary employee who fails to satisfactorily complete their probation period shall not be entitled to payment for any accrued sick leave.

B. Full time employees shall accrue sick leave at the rate of 1 1.08 hours per pay period.

C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full time employee or 5.54 hours per pay period.

D. Employees hired on an intermittent or temporary basis shall not accrue sick leave.

E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff with ten (10) or more years of service shall be entitled to payment of 50% of his/her accrued sick leave at his/her base rate of pay,

F. In the event an employee passes away during his/her employment with the City, regardless of the years of service, the City shall pay to the designated beneficiary of the employee's estate fifty percent (50%) of the sick leave accruals based on the employee's hourly rate of pay at the time of his/her death.

**II. Worker's Compensation**

A. In the event an employee is absent due to an employment connected temporary disability, he/she may receive compensation as determined by the State Industrial Insurance Commission plus an amount from the City which would cause the amount received by the employee to equal his/her salary at the time of his/her disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave.

B. In the event compensation is not immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he/she shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

**III. Sick Leave Use**

A. Employees are entitled to use sick leave only when incapacitated due to sickness or injury or when receiving necessary medical, optometry, orthodontia, dental service or examination, or illness or death in his/her immediate family.

B. Upon retirement if an employee has sick leave accrued he/she shall be compensated up to 90 days' pay.

**ARTICLE 21**  
**BEREAVEMENT LEAVE**

A. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

B. Employees may have three (3) shifts (up to 72 hours) paid bereavement leave. Bereavement leave in excess of three (3) shifts up to two (2) additional shifts, will be charged against an employee's sick leave accruals, if available. If there is no sick leave accruals available, an Employee may have the additional two (2) shifts of bereavement leave charged against their available vacation accruals or take time off without pay.

C. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

D. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available accrued annual leave for additional time off as necessary.

E. City of Ely defines "immediate family" as the employee's spouse, or registered domestic partner, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

F. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

**ARTICLE 22**  
**MILITARY LEAVE**

A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services. This provision is only applicable to members who join a reserve component of the U.S. Military or State National Guard.

B. Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two (2) weeks will be unpaid. However, employees may use any available paid time off for the absence.

C Subject to the terms, conditions and limitations of the applicable health plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence, subject to the employee paying his/her portion of the premium.

D. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence for drill weekends and the summer training required of active reservists. This provision is not applicable to employees recalled to active duty. Upon return from active duty, the employee shall begin accruing annual leave and sick leave as if the employee never left. The employee will continue to earn seniority for all periods of active service based on their employment status prior to their active duty service.

E. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing for reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

F. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

**I. Definition**

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

## **II. Time Limits**

The parties agree that the time limitations defined in this of the Agreement shall be adhered to. A violation of a prescribed time limitation of this Article of the Agreement by the City shall cause that, in the event of arbitration, the arbitrator to consider such failure and apply the appropriate weight in rendering a decision. The parties of this Agreement may grant an extension 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.

## **III. Procedure for Filing**

A. All grievances will be processed in the following manner:

### **1. Step 1:**

A. Within fifteen (15) calendar days of the event giving rise to a grievance or, knowledge the grieved employee will verbally present the grievance to his/her department head for review.

B. The grieved employee may request representation by an employee or non-employee Union Representative at this hearing. The department head shall, within fifteen (15) working days of receiving the grievance render a written decision to the grievant. The department head response at Step One shall not be subject to the provisions of Section 2 of this Article. Both parties can mutually agree to extend timeline.

### **2. Step 2:**

Should the grievant be dissatisfied with the department head's response, the grievance shall be forwarded by the Employee to the mayor or his designee for further action within fifteen (15) working days of receipt of the department heads decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the Employee's choice. The neutral decision makers will have fifteen (15) working days to review the grievance from the Employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timeliness.

3. **Step 3:**

A. The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the Employee. The Union will notify the City in writing of such a decision within ten (10) business days of receipt of the decision rendered in Step 2. The union will request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliatory Services, Las Vegas, NV office, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The Union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

B. Arbitrators Authority - The decision of the arbitrator shall be final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

C. Expenses The fees of the arbitrator and a court reporter will be borne equally by the union and the city. Each party will be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to his job duties as soon as time permits.

D. Compliance - The parties agree to comply with the arbitrator's decision within five (5) working days of receipt of the decision. The arbitrator will render a discharge related decision within fourteen (14) calendar days of the hearing. All other decisions will be rendered within thirty (30) calendar days of the hearing.

E. Automatic Withdrawal or Advance of Grievance - In the event the grievant fails to adhere to timelines, the grievance shall be considered withdrawn. If City fails to respond within the timelines, the grievance shall automatically advance to the next step.

**ARTICLE 24**  
**SENIORITY**

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority. Part time or intermittent employees shall earn seniority based on the number of hours worked each year (based on the employee's hire date). For example, an employee who works 1040 hours during their anniversary year shall earn one-half (1/2) year of seniority.

B. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.

C. Continuous Service. The following shall not be considered as breaks in continuous service for all personnel actions:

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

2. Authorized military leave for training duties not to exceed thirty (30) calendar days in one (1) calendar year.

3. Authorized leave with pay which the City deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

5. Authorized leave without pay for more than thirty (30) calendar days which the City deems beneficial to the public service.

**ARTICLE 25**  
**HOURS OF WORK/OVERTIME**

**I. Schedules**

A. Shift employees will work a total of 96 hours per cycle or go-around which represents working every other day for 24 hours during a fourteen day work period which shall coincide with the pay period for all City employees.

B. The work schedule for shift employees shall consist of 24 hours on duty, 24 hours off duty, for (4) four consecutive turns, which completes a cycle (go-around).

C. Employees will be paid for all hours worked.

D. Employees are encouraged to maintain their Physical Fitness and will be allowed up to ninety (90) minutes during their shift for fitness training, except such fitness training shall not occur during normal business hours from 8 am to 5 pm Monday through Friday.

The current schedule has the employee working approximately nineteen (19) - 96 hour pay periods, approximately four (4) - 72 hour pay periods and approximately three (3) pay periods of less than 72 hours per year, however, the employee's annual salary shall be calculated as defined in Article 11 of this Agreement.

E. 8 hour day employees will be assigned duty for a total of 2080 hours per year, or regardless of shift arrangements an average workweek of (40) forty hours.

## II. Overtime

A. All hours of work, officially ordered and approved, in excess of an employee's basic work schedule as identified in Section I above is overtime.

B. Coverage for employees who are off work due to vacation, worker's compensation, sick leave or other leave of absence shall be first offered requesting paid staff volunteers to cover the shift(s), if there are no paid staff volunteers the Fire Chief may fill the shift(s) with the least senior employee (paid staff) covering a shift, in rotation until each shift(s) is covered. Employees may be permitted to trade days provided both employees agree in writing prior to the dates to be traded and the trade is approved by the Fire Chief.

C. Overtime pay shall be paid at the rate of one and one half times the employee's rate as identified in the FLSA (to include, if applicable, the employee's longevity payment or other required payments).

**ARTICLE 26**  
**LONGEVITY PAY**

A. Employees shall be entitled to longevity pay upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

**YEARS OF COMPLETED SERVICE AMOUNT**

5	\$500.00
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1000.00
11	\$1050.00
12	\$1100.00
13	\$1150.00
14	\$1200.00
15	\$1250.00
16	\$1300.00
17	\$1350.00
18	\$1400.00
19	\$1450.00
20	\$1500.00
21	\$1550.00
22	\$1600.00
23	\$1650.00
24	\$1700.00
25	\$2000.00
26	\$2100.00
27	\$2200.00
28	\$2300.00
29	\$2400.00
30	\$2500.00

**ARTICLE 27**  
**HOLIDAYS**

I. The following are paid holidays for employees of the City of Ely:

- A. New Year's Day
- B. Martin Luther King Day
- C. Presidents Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Nevada Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Family Day
- K. Christmas Day
- L. Personal Holiday
- M. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada.
- N. If a holiday falls during an employee's scheduled annual leave, it shall not be charged as leave.

**II. Holiday Pay**

A. Employees shall be paid at one and one half (1 1/2) times their normal rate for hours worked on holidays which fall on their normal work day. The Holiday shall be defined as 12:00 am on the morning of the holiday and terminates at 11:59 pm the same day.

B. An employee called back to work on a designated holiday, which is not his/her working day, shall receive his/her standard hourly rate if called in from 8 am to 5 pm on the holiday, plus time and one half his/her hourly rate. Thereafter, he/she shall be paid time and one half only for all hours worked after 5:00 pm

C. All Fire Department personnel shall be paid eight (8) hours holiday pay during the pay period in which the holiday occurs at their normal hourly rate.

**ARTICLE 28**  
**ANNUAL LEAVE**

**1. Intent**

A. Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. All regular full and part time employees are eligible to earn and use annual leave time as described in this policy. Temporary or intermittent employees do not accrue annual leave hours. Accruals are based on length of service and employment status. Annual leave accruals will not be earned during any period of unpaid leave of absence.

B. Probationary employees shall accrue annual leave beginning with their date of employment but shall not be allowed to use accrued annual leave until satisfactory completion of their probation. Should a probationary employee not complete his/her probation period for any reason, he/she shall not be entitled to payment for annual leave accruals.

C. Regular full and part time employees shall be allowed to accrue and maintain an annual leave bank of 240 hours. All hours accrued in excess of 240 must be used before the employee's anniversary date.

1. All hours in excess of 240 hours not used, will be paid to the employee at fifty percent (50%) of his/her regular hourly rate in the pay period immediately following his/her anniversary date so that the employee's balance does not exceed 240 hours. Retirement credit shall not be earned from this payment.

2. In the event an employee is unable to utilize accrued annual leave before the anniversary date due to operational issues and if annual leave usage was denied by the Fire Chief in writing, he/she shall be allowed to carry over not more than ninety-six (96) hours of annual leave which must be utilized within ninety (90) calendar days following his/her anniversary date. If the employee fails to utilize the carried over annual leave, it shall be cashed out pursuant to section C.2 above in this section.

D. Accrual rates will change the pay period following the employee's anniversary date resulting in the changed rate.

E. Part time employees shall accrue annual leave based on the number of hours the employee is hired to work per year as a percentage of the accrual earned by full time employees. For example, a part time employee hired to work twenty (20) hours per week would accrue annual leave at fifty percent (50%) of the full time employee's rate with similar years of service.

**II. Annual Leave Accrual Rate for 8 hour Employees**

<u>Years of Service</u>	<u>Rate per Pay Period</u>
0 through 5 years	3.08 hours
6 through 10 years	4.62 hours
11 through 15 years	6.46 hours
16 years or more	7.69 hours

**III. Annual Leave Accrual Rates for 24 hour Employees**

<u>Years of Service</u>	<u>Rate per Pay Period</u>
0 through 5 years	3.69 hours
6 through 10 years	5.54 hours
11 through 15 years	8.31 hours
16 years or more	9.23 hours

**IV. Annual Leave Use**

A. Annual leave may be used in minimum increments of four (4) hours. To take annual leave, employees shall request advanced written approval from their supervisors.

B. In the event an employee loses his/her driving privileges, not as the result of a driving under the influence conviction in this or any other jurisdiction, the employee may, at the discretion of the Fire Chief, be allowed to use accrued annual leave until the employee's driving privileges are restored or the employee's accrued annual leave is exhausted. The loss of driving privileges as the result of a driving under the influence conviction in this or any other jurisdiction, may be grounds for immediate termination as a matter of public safety.

1. The affected employee may request to complete an alcohol treatment program in an effort to prevent termination. Should the employee enter into an inpatient alcohol treatment program, the City shall take no action to address discipline until the employee completes his/her inpatient treatment. At that time, the City may take disciplinary action based on the facts underlying the conviction.

2. Should the employee enter into an outpatient treatment program then the parties agree that disciplinary action may be administered based upon the facts of the conviction.

C. The second incident of an employee losing his/her driving privilege not the result of a driving under the influence conviction, may result in his/her termination as the ability to drive fire apparatus is an essential function of each job within the Fire Service.

**ARTICLE 29**  
**GROUP INSURANCE**

All employees shall have the right to participate in the City group insurance program as the same is or may hereafter be in effect. The employee may also choose not to participate or cover his/her dependents under the City of Ely's group health, vision and dental insurance plans.

**ARTICLE 30**  
**STRIKES**

A. The Union agrees that there will be no strikes against the City under any 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, slowdowns, interruption of the operations of the City by the Union.

**ARTICLE 31**  
**SAVINGS CLAUSE**

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

B. This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

c. This Agreement shall be binding upon the Union, upon the City and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If the City shall, during the term of this Agreement, be disincorporated the City shall notify White Pine County District Attorney, as the representative of the White Pine County Commission, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the representative of White Pine County Commission. The Union retains the exclusive right to enter into collective bargaining with White Pine County on the terms and conditions of employment for employees covered by this collective bargaining agreement.

**ARTICLE 32**  
**WARRANT OF AUTHORITY**

The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

**ARTICLE 33**  
**SAFETY GRIEVANCE PROCEDURE**

**I. Grievance Procedure**

A. **Step 1.** An Employee shall immediately bring the safety matter to the attention of his or her department head. If the Department Head does not take immediate steps to remedy the serious condition which poses immediate threat of serious injury or death, the Employee may file a written Safety Grievance with the Department Head.

B. **Step 2.** The Department Head will respond to the grievance within twenty four hours of the filing of the written grievance.

C. **Step 3.** If the written response of the Department Head is unsatisfactory, the employee may present the grievance to the City Clerk/Administrator or his designee within twenty four hours. The City Clerk/Administrator or his designee will review the alleged unsafe condition and will make the final decision on the grievance within twenty four hours of receiving the grievance.

D. Copies of the safety grievance and the response at all levels will be provided to the appropriate Safety Committee.

**II. Safety Committee**

A safety Committee of two (2) representatives each, Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular Safety Meetings will be held no less often than every sixty (60) calendar days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator or his designee and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical safety issues

**EFFECTIVE DATE AND DURATION**

This agreement shall be in full force and effect from July 1, 2021 and shall continue on force until June 30, 2022. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In Witness Whereof, the City and the Union caused these presents to be duly executed by their authorized representative's this 10<sup>th</sup> day of June

**City of Ely Fire Department**



Nathan Robertson, Mayor



Jennifer Lee, City Clerk



Patrick Stork, Fire Chief



Shane Manule, Esq., City Attorney

**OPERATING ENGINEERS LOCAL UNION  
No. 3 of the IUOE, AFL-CIO**



Dan Reding, Business Manager



Bruce Noel, Rec. - Corres. Secretary



Tim Neep, Director of Public Employees



Phillip Herring, Sr. Business Representative



Bodie Golla, Bargaining Committee

## EXHIBIT A

Effective July 1, 2021

	Hire Rate	Year 1	Year 2	Year 5	10 years Plus
Assist. Chief Base Rate	\$23.22	\$24.61	\$26.08	\$27.66	\$27.93
Annualized	\$51,130.89	\$54,201.17	\$57,440.67	\$60,900.71	\$61,502.12
Bi-weekly	\$1,966.58	\$2,084.66	\$2,209.25	\$2,342.34	\$2,365.47
Firefighter with AEMT					\$28.35
AEMT == 2% incr. base pay					\$62,420.06
E M S Coordinator	increase of 5% above current pay rate to assume position				
Bi-weekly					\$2,400.77
Firefighter with Fire Insp.	\$23.56	\$24.98	\$26.47	\$28.07	\$28.48
Fire Insp. = 2% incr. base	\$52,153.51	\$55,010.14	\$58,297.98	\$61,806.66	\$62,732.17
Bi-weekly	\$2,004.32	\$2,115.77	\$2,242.23	\$2,377.18	\$2,412.77
Firefighter with both					\$29.05
Both AEMT & Inspector					\$63,975.80
Bi-weekly					\$2,460.61

\*EMS Coordinator 5% increase effective upon termination of May 26 2020 MOU.

## EXHIBIT B

Effective July 1, 2021

	Hire Rate	Year 1	Year 2	Year 5	10 years Plus
Firefighter	\$19.66	\$20.83	\$22.08	\$23.41	\$23.65
Annualized	\$43,282.51	\$45,879.47	\$48,632.23	\$51,550.16	\$52,065.67
Bi-Weekly	\$1,664.71	\$1,764.60	\$1,870.47	\$1,982.69	\$2,002.53

Fire Insp. = 2% incr. base

## EXHIBIT C

Effective July 1, 2021

	Hire Rate	Year 1
Firefighter Trainee	\$15.00	
Annualized	\$33,030.00	\$35,011.00
Bi-Weekly	\$1,270.38	\$1,346.61