

**FIRST AMENDED AND RESTATED
AGREEMENT
BETWEEN THE
CITY OF HENDERSON, NEVADA
AND
TEAMSTERS LOCAL NO. 14
REPRESENTING
THE PUBLIC SECTOR

(SUPERVISORS)**

**July 1, 2021 Through June 30,
2023**

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**FIRST AMENDED AND RESTATED LABOR AGREEMENT BETWEEN THE
CITY OF HENDERSON, NEVADA AND TEAMSTERS LOCAL NO. 14 (SUPERVISORS)**

PREAMBLE

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

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

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

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

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

WHEREAS, the parties entered into the original agreement on July 1, 2021, but have since agreed to make amendments to Articles 2 (Scope of Agreement), 16 (Holidays), 22 (Compensation for Non-Service Incurred Accidents or Illness), 29 (Union Representation), 40 (Duration of Agreement) and Exhibits D and E;

WHEREAS, this Agreement incorporates the desired amendments to Articles 2, 16, 22, 29, 40 and Exhibits D and E;

WHEREAS, the parties desire for the amendments to Articles 2, 16, 22, 29, 40 and Exhibits D and E to be retroactively effective as of July 1, 2021; and

WHEREAS, all remaining articles from the July 1, 2021 original agreement remain unchanged and are restated as set forth below in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION AND REPRESENTATION

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

Agent for the CITY's employees in the hereinafter described Bargaining Unit classified as Supervisors.

Section 2: The CITY and Union agree to fully comply with all laws as currently written or amended.

ARTICLE 2. SCOPE OF AGREEMENT

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

Section 2: Classifications that are included within the Supervisors Bargaining Unit are reflected in Exhibit D of this Agreement.

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

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

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

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

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

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

ARTICLE 3. UNION MEMBERSHIP

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

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

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

Section 4: With reliance on the Nevada Supreme Court Opinion issued in the case of Cone v. Nevada Service Employees Int'l Union/SEIU Local 1007, 116 Nevada Adv.Op. No. 54 (May 4, 2000), Teamsters Local 14 recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees covered by this contract and in this bargaining unit. The City acknowledges that Teamsters Local 14 has the ability to charge non-members working under this contract, a reasonable service fee for representation in appeals, grievances and hearings.

ARTICLE 4. WAGES

- Section 1: Effective the first pay period that includes July 1, 2021, employees covered by this agreement will receive a retroactive two and eighty-five hundredths percent (2.85%) base wage increase.
- Section 2: Effective the first pay period that includes July 1, 2022, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 3 of this article) with a minimum increase of two and twenty-five hundredths percent (2.25%) and a maximum increase of three percent (3.00%).
- Section 3 The CPI used will be the percentage change in the "Annual" rate from the most recent preceding full calendar year minus the "Annual" rate from the previous preceding full calendar year as reflected in the All Items in West-Size Class B/C, all Urban Consumers, Not Seasonally Adjusted (Series ID CUURN400SAO) which is currently published by the Federal Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURN400SA0>. (Example calculation in Exhibit C).
- Section 4 Each employee covered by this agreement will receive a lump-sum payment of one thousand five hundred (\$1500) dollars. This payment will be made in the paycheck that immediately follows the approval of this agreement.
- Section 5: The specific wage schedule will be posted to Sharepoint. New hires, on or after the effective date, will receive step increases on their annual anniversary date.
- Section 6: The hourly wage rates have been established through the collective bargaining process and will remain unchanged for the term of this Agreement. However, the parties acknowledge that operating parameters within the CITY are dynamic and may change from time to time. Accordingly, a job analysis and process will be mutually established and communicated to those who work within or manage the terms and conditions of this Agreement.
- Section 7: In the event of an employee's death, the CITY shall pay 100% of the deceased employee's final paycheck, including wages earned and all payable leave accruals (including annual leave and sick leave) per this Agreement, to the beneficiary(ies), designated on the employee's final paycheck beneficiary form, then their City-provided life insurance form and if no such beneficiary(s) are identified, the proceeds will be disbursed per the provisions of NRS 281.155.

ARTICLE 5. PAY DAY

- Section 1: Pay day shall be bi-weekly and in no case shall more than five (5) days pay be held back.
- Section 2: Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 6. CLOTHING AND PERSONAL EFFECTS:

- Section 1: All employees, including non-uniform employees, shall abide by the CITY's dress guidelines, grooming and I.D. card policy, as set forth in Administrative Policy B-05. It is understood that during working hours, those employees excluded from the uniform policy will be in presentable dress at all times.
- (a) The CITY shall provide each employee uniform identification tags.
 - (b) The CITY shall provide lapel identification badges to be worn at all times by the employee during the workday.
 - (c) Failure to appear in a clean and presentable uniform will result in disciplinary action. The employee's first violation of the Uniform Policy will result in the employee being sent home by the supervisor to change into proper attire and return to work. The employee will be required to use personal leave for the time they spend off the job. Subsequent violations will result in progressive discipline.
 - (d) Upon termination, the employee shall be responsible for returning all CITY all identification badges, keys and all other CITY property prior to the employee receiving their final paycheck.
 - (e) Upon changes to the existing required employee uniform, including but not limited to, the addition of clothing, equipment or related items, the party requesting the change shall bear the initial expense. Any changes initiated by the UNION must receive the approval of the CITY.
- Section 2: The City shall contribute funds to employees for uniforms and other items as follows:
- (a) To each full-time member of the Bargaining Unit required to wear a uniform the CITY shall provide \$85.00 per month to purchase and maintain their uniforms. Those classifications identified as requiring fire retardant clothing, the CITY shall provide \$115.00 per month to purchase and maintain this clothing.
 - (b) The CITY shall contribute each fiscal year, through a voucher program a maximum of \$175.00 toward the purchase of work safety shoes, with an ANSI Z41-1991 rating or above. This annual voucher will be issued to all eligible employees every year during the month of July and must be utilized by October 31st of the same year or the voucher will no longer be valid. The voucher cannot be accumulated over several fiscal years or carried-over to the next fiscal year.

- (1) The employee's current employment status with the CITY shall be taken into consideration.
- (2) If the employee is selected for a different supervisory position, they will serve the required 12 month probationary period from the date of appointment to the new position.

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

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

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

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

- (a) Temporary employees accepting a regular appointment in the same classification as the temporary assignment shall be credited with that temporary time toward completion of their 12 month probationary period. The temporary time credited shall not exceed six (6) months. Such an employee will establish CITY seniority per Article 9 of this agreement on the date they are hired into a regular full-time position.
- (b) Probationary full-time, regular part-time and temporary employees who have worked at least three (3) continuous months with the CITY may compete for a regular vacancy before an external recruitment. If they successfully complete testing for a position, they will be placed on a separate hire list. If a vacancy is not filled through promotion by full-time employees, the second opportunity for placement will be to hire qualified probationary full-time, regular part-time and temporary employees into the regular full-time position. These employees will compete equally for such full-time positions. If no selection is made from this group, an outside recruitment will be undertaken.

ARTICLE 8. NON-DISCRIMINATION

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

ARTICLE 9. SENIORITY

Section 1: CITY seniority is continuous service, not broken by dismissal or resignation without reinstatement, commencing from the date of hire as a regular full-time employee.

CITY seniority shall apply in all cases of choice, such as: shift bids and vacation. CITY seniority does not apply to overtime opportunities, except that the initial list will be created in seniority order. It is understood between the CITY and the UNION that this is not intended to detract from those matters which are clearly a management right.

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

Section 2: An employee shall not be entitled to seniority rights during their initial probationary period of employment, with the exception of eligibility Overtime lists and shifts bids after 90 days of employment but shall accrue seniority rights thereafter from the original date of hire.

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

ARTICLE 10. PROMOTION

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

- (a) The CITY reserves the right to extend the qualifying period for an additional three (3) months. Any extension to the qualifying period will be accompanied by feedback.
- (b) The UNION shall be notified, in writing, of such extensions.
- (c) It is understood that an employee currently serving a qualifying period is eligible to be considered as an in-house applicant for another position within the Teamsters Bargaining Units
- (d) Any absence in excess of one (1) full workweek shall automatically extend the qualifying period by a like amount.
- (e) In the event of an unsuccessful qualifying period, the employee will be:
 - i. Placed in a vacancy in their previous classification;
 - ii. If no vacancy exists in that classification, the employee may be placed in a vacancy for which they are qualified. The employee will be placed in the step in the new position that is closest to (but not higher than) the employee's rate of pay held in the employee's former position prior to their promotion.

- iii. If there is no such vacancy, the employee will be assigned work by management of the position that the employee was promoted into until that position is subsequently filled. The employee will be placed in the step in that position that is closest to (but not higher than) the employee's rate of pay held in the employee's former position prior to their promotion.
 - iv. If the employee has not secured a new position, the President of Teamsters Local 14 and the Human Resources Director or designee will meet to create an appropriate solution.
- (f) Should an employee be promoted into a position with a requirement to attain a certification(s) within a specific timeframe and fails to do so, they may be removed from that position consistent with the terms of Section 1 (e) above.

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

Section 3: Notice of a position opening shall be posted in City Hall and distributed for posting in each department at least fourteen (14) calendar days prior to the closing date.

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

- (a) The testing methods shall be constructed in a manner to insure job relatedness as provided by state and federal law, at the discretion of the CITY. The CITY's Human Resources Department shall have full responsibility for the design, development, administration and security of the exam.
- (b) The Human Resources Director or designee shall prepare and conduct the examinations that shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis and shall not be used to facilitate the hiring of any particular individual.
- (c) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director, or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or be rated on the remaining parts of the test.
- (d) The final rating shall be determined by totaling the earned rating on each part of the selection process in accordance with the weights established for each part prior to the date of the examination.
- (e) At the conclusion of any examination, an eligibility list will be created consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest. The UNION shall be provided a copy of the eligibility list.

- (f) Whenever identical ratings are received, names will be arranged in order of CITY seniority. If the CITY seniority date is identical, names will be arranged in alphabetical order.
- (g) The entire eligibility list shall be certified and appointments made by the Department Head or hiring manager from among the top five (5) candidates.
 - (1) If there are two (2) or less passing scores for a promotional recruitment, the Department Head or designee will interview the in-house applicants.
 - (a) If a selection cannot be made, the Department Head may interview candidates from an outside eligibility list.
 - (b) Once a selection is made for the vacancy, those in-house candidates not selected will be notified in writing.
 - (2) Promotional eligibility lists shall remain in effect for six (6) months from the date of certification. Should this list be abolished prior to the expiration date, those candidates remaining on the list shall be notified.
- (h) If a promoted employee desires to return to their previous position, they may do so if the previous position or a comparable position is vacant. No qualifying period will be required if the employee returns to the same position. Up to a six (6) month qualifying period may be required if they do not return to the same position.

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

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

ARTICLE 11. SHIFT ARRANGEMENT

Section 1: Employees shall be at their designated reporting site ready to commence work at their starting time and shall be diligent in their work assignments up to the designated quitting time. Deviations to this will be subject to the rest breaks and lunch period provisions within this Agreement. Unless otherwise determined by the CITY, the workweek shall be defined as from 12:01 a.m. Monday through Midnight the following Sunday.

Graveyard shift employees will record their full shift hours on the day that the majority of their hours fall on. For example, employees working a graveyard schedule that begins on Sunday night and more than fifty percent (50%) of their shift hours fall after 12:01 am Monday, they will record their entire shift hours on Monday and follow that process for the remainder of the workweek.

Current schedules are:

- (a) 38-hour employees: work a regular schedule of four (4) consecutive nine and one-half (9.5) hour shifts with three (3) consecutive days off.
- (b) There shall be no split shifts defined as working a partial shift, being released from work and then being required to return to finish the shift at a later time during the same workday.

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

- (a) It is understood that a shift or schedule change with forty-eight (48) hour notification, or shift or schedule change due to an emergency, will not result in any additional compensation unless it exceeds the normal workday or workweek.
 - (1) An employee required to use their personal vehicle for City business will be reimbursed for mileage per City policy.

The CITY reserves the right to alter shifts or schedules to:

- Accomplish Training Of New Employees;
 - Further Train Existing Employees;
 - Improve Department Operations Through Cross Training; Not To Exceed Six (6) Months In A 12-Month Period;
 - Accomplish Shift Bid Movements;
 - Cover Temporary Supervisory Assignments;
 - Vacation Coverage;
- (b) Concerns related to the CITY's use of this provision should be discussed promptly in the appropriate labor/management meeting.

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

Section 4: Employees on 3/12's will work three (3) twelve (12) hour shifts. The start time of these shifts will be determined by management as well as the days of the week these shifts will be worked. The employee's schedule will consist of three (3)

consecutive work days and four consecutive days off unless the parties mutually agree to an alternative schedule of work days and days off.

Graveyard shift employees will record their full shift hours on the day that the majority of their hours fall on. For example, employees working a graveyard schedule that begins on Sunday night and more than fifty percent (50%) of their shift hours fall after 12:01 am Monday, they will record their entire shift hours on Monday and follow that process for the remainder of the workweek.

Employees working the 3/12 schedule will receive thirty-eight (38) hours of base pay compensation each payroll week. In addition to the 36 hours of regular pay, employees who work the three (3) twelve (12) hour shifts will receive two (2) hours of additional pay, using the time recording code BAJ (base hour adjustment). Employees who do not work all three 12 hour shifts will use prorated amounts of BAJ as defined in Articles 17 (Annual Leave) and 18 (Sick Leave) of this Agreement.

Section 5: Shift Differential: Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a 4% swing shift differential. Those employees whose 51% of the hours regularly worked fall after 8:00 p.m. shall receive a 6% graveyard shift differential.

- (a) Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential pay shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.
- (b) Shift differentials apply to overtime shifts where regular swing or graveyard shifts exist for the workgroup and is paid as follows:
 - 1) Day Shift employees working overtime on swing or graveyard shifts will receive the applicable shift differential for hours worked on those shifts.
 - 2) Swing Shift employees working overtime on day or swing shift will receive swing shift differential for hours worked on that shift. Swing Shift employees working overtime on graveyard shift will receive graveyard shift differential for hours worked on that shift.
 - 3) Graveyard Shift employees working overtime on day shift or swing shift will receive graveyard shift differential for hours worked on that shift.
- (c) These provisions do not apply to overtime worked for scheduled, call-out or call-back overtime for day shift employees (no other shifts in the work group) unless they are assigned to a temporarily established swing or graveyard shift.

Section 6: Spring and Fall Time Changes: The policy regarding the time change during the Spring and Fall shall be as follows:

- (a) Thirty-eight (38) hour employees scheduled to work graveyard shift during the Spring Time Change shall work eight and one-half (8.5) hours and be paid for nine and one-half (9.5) hours.

- (b) Twelve (12) hour shift employees scheduled to work a graveyard shift during the Spring Time Change shall work eleven (11) hours and be paid for twelve (12) hours.
- (c) Thirty-eight (38) hour employees scheduled to work graveyard shift during the Fall Time Change shall work ten and one-half (10.5) hours and be paid for ten and one-half (10.5) hours.
- (d) Twelve (12) hour shift employees scheduled to work a graveyard shift during the Fall Time Change shall work thirteen (13) hours and be paid for thirteen (13) hours.

Section 7: Should the CITY establish a five (5) day, thirty-eight (38) hour work week, the CITY agrees to:

- (a) Notify the UNION not less than sixty (60) days prior to implementing the change and to discuss the matter with the UNION.
- (b) Increase the hourly wage rate of each Bargaining Unit employee affected by the change by five percent (5%); such increase shall not be used nor construed to offset any future negotiated wage adjustment.

ARTICLE 12. LUNCH AND REST PERIODS

Section 1: Each employee shall be granted an unpaid lunch as follows:

- (a) Thirty-eight (38) hour employees shall be granted thirty (30) minutes for lunch (unpaid), and such time shall be allowed to the extent possible after four (4) hours from the beginning of the regular shift and before the end of six (6) hours from the beginning of the regular shift. Any employee not permitted by their supervisor to take their lunch due to operational needs shall work with their supervisor to coordinate taking their lunch outside of the designated time frame during their shift or receive approval from their supervisor to leave work one-half hour before the regular scheduled end of the shift.

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

- (a) Employees required to work pre-shift and post shift overtime shall be relieved as follows:
 - (1) Pre-shift and post-shift overtime is overtime that is worked immediately before or immediately after a regular shift.
 - (2) Overtime of less than two (2) hours: No additional break time.
 - (3) Overtime of two (2) hours: Employee will be paid an additional twelve (12) minutes of overtime at the end of their two (2) hour overtime assignment.

- (4) Overtime of more than two (2) hours and less than three (3) hours: Employee will be paid an additional eighteen (18) minutes of overtime at the end of their overtime assignment.
- (5) Overtime of three (3) hours and less than six (6) hours: Employee will receive a thirty (30) minute paid lunch break. Whenever operationally possible, this break will be provided approximately two (2) hours into the overtime assignment.

Section 6 shall ONLY APPLY to Communications Operators 1 and 2

- (6) If the Employee works a total of six (6) hours of overtime: Employee will receive an additional thirty (30) minute paid break (for a total of two thirty (30) minute breaks). These two thirty (30) minute breaks may be separated or combined, depending on operational necessity. Whenever operationally possible, this break will be provided approximately two (2) hours into the overtime assignment.
- (7) Provided the employee has worked a minimum of three (3) hours from the time of call-back, the employee will be eligible for one (1) meal allowance of twelve dollars (\$12.00). The meal allowance will be paid through the payroll process. This provision does not apply to scheduled pre-shift or post-shift overtime. Employees working unanticipated emergency overtime as an extension of a shift of three (3) hours or more will be eligible for this allowance.

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

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

Section 4: Rest Periods During the Normal Work Day

- (a) One fifteen (15) minute rest period will be allowed in the first half of the shift and a second rest period will be allowed in the second half of the shift.
- (b) Specific rest period break times may be arranged by the supervisor and/or manager in coordination with the crew to ensure for the most efficient application of personnel and equipment.
- (c) Rest periods are to be taken on the job site when the following basic requisites are present: shelter from the weather, restrooms, drinking water.
 - (1) If basic requisites are not on the work site, then the crew may go to the nearest conveniences. Adequate travel time will be allowed for travel to and from the work site.
 - (2) If the crew on the work site requires more than basic requisites, the members of the crew may leave to pick up necessities.

Section 5: Central Control Room Operators, Detention Center Technicians, Communications Operators or any employees in a twenty-four/seven (24/7) hour operation working on a scheduled twelve (12) hour shift shall be allowed two rest periods: one (1) fifteen (15) minutes and one (1) thirty (30) minutes. These classifications receive a one (1) hour paid lunch.

ARTICLE 13. TIME RECORDS

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

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

ARTICLE 14. WORK OUT OF CLASSIFICATION AND TRAINING PAY

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

- (a) An employee officially required by their Manager, Superintendent, or Divisional Manager, to temporarily assume the full responsibilities of an established, classified Teamsters represented position of higher grade for at least four (4) hours shall be paid the highest rate of pay applicable to that classified position for the entire shift.
- (1) When an employee is scheduled for overtime in a higher classification, the employee shall receive the higher classification rate of pay from the start of overtime for hours actually worked, per the provisions of Article 15 Section 1 (g).

the benefit of the department, the department may remove the individual from the list and bilingual pay will cease for that individual.

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

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

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

- (a) 38-hour employees:
 - (1) When a thirty-eight (38) hour week, nine and one-half (9.5) hour day employee works in excess of nine and one-half (9.5) hours during one shift it shall be considered as regular overtime and paid at time and one-half the regular rate of pay. This is considered a continuation of shift.
 - (2) When a thirty-eight (38) hour week, nine and one half (9.5) hour day employee works in excess of thirty-eight (38) hours during one week it shall be considered as regular overtime and paid at time and one-half the regular rate of pay. Overtime offered to and accepted by an employee while working their regular shift or an overtime shift and scheduled at least twenty-four (24) hours in advance of the beginning of the overtime assignment, is considered regular overtime.
- (b) 3/12 schedule employees: Employees working the 3/12 schedule will receive overtime pay for hours worked beyond their 12-hour day and for hours worked on their normal days off. The overtime rate of pay would be determined in accordance with the notice provisions in Article 15 or the Police Addendum of each Contract.
- (c) Regular Day Off Work: An employee scheduled to work on a regularly assigned day off shall be guaranteed four (4) hours work and paid at time and one-half their regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the employee requests to be released, they may do so with supervisory approval and be paid for the actual hours worked. An employee scheduled to work on a regularly assigned day off and the work is cancelled within one (1) hour of the start time for the overtime will receive two (2) hours compensation at their regular rate of pay.
- (d) Return to work to attend meeting: An employee, who by the nature of their position, is required to return to work to attend a meeting held after their designated shift, shall receive a minimum of two (2) hours overtime up to the actual time worked. Overtime shall be paid at time and one-half the regular rate of pay.

- (e) Mandatory Training and Maintenance of CEU's Education: Employees who are directed by management to come in on their time off for mandatory training or continuing education requirements shall be guaranteed three (3) hours overtime paid at time and one-half their regular rate of pay.
 - (1) CITY will continue to reimburse employees for fees associated with certifications and/or licenses. Each department will determine certification requirements.
 - (2) For employees required to possess a Commercial Drivers' License (CDL) or who have departmental approval to attain a CDL, will be reimbursed for their annual licensing fee and any out-of-pocket expense for their annual physical certification.
- (f) City-related Court Appearance: An employee required to attend legal proceedings for any City related matter on an off-duty day shall receive a minimum of two (2) hours overtime up to the actual time worked. Overtime shall be paid at time and one-half their regular rate of pay.
- (g) Shift Modification: Should an employee work additional hours before or after their normal shift, by mutual agreement between the employee(s) and their supervisor, the employee may elect to work their regular shift hours (i.e. 8, 9.5 or 10) and be released early or report after their normal start time, with no overtime obligation. Should the employee choose to work the remainder of their regular shift or be required to for operational purposes, they would be entitled to overtime per the provisions of this Article.
- (h) Overtime Rate: Employees scheduled, called out or called back to work in other than their current classification will be paid overtime at the Step of the wage schedule in the higher classification that mirrors the Step in their current classification. For example, if any employee is currently at Step Three in their current classification, they would be paid at Step Three of the higher classification for the overtime worked.

Section 2: Call Out Overtime: paid at double time

Call Out is defined and paid as follows:

- (a) For employees enrolled in PERS prior to January 1, 2010 call out is defined as overtime for which the employee received less than twenty-four (24) hours' notice of overtime assignment and for which the employee is not required to report for the overtime assignment within twelve hours (12) of the notice.
- (b) For employees enrolled in PERS on or after January 1, 2010, call out is defined as overtime for which the employee received less than twenty-four (24) hours' notice of an overtime assignment.
- (c) An employee who is called out shall be paid at least one (1) hour at double time, except for occurrences where Call Out Overtime overlaps with the start of their regular shift. Employees working call out overtime that overlaps with

the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the one (1) hour at double time overlap with the start of their regular shift, the employee shall be paid as follows:

- (1) Call Out Overtime for the time before the shift begins,
- (2) regular base wage hourly pay begins when the regular shift commences, and
- (3) a non-PERS eligible straight time pay code after the start of their shift to satisfy the one (1) hour minimum.

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

Section 3: Call Back Overtime: paid at double time

Call Back Overtime occurs when:

- (a) For employees enrolled in PERS prior to January 1, 2010, call back is defined as overtime for which notice is provided with less than twelve (12) hours' notice and for which the employee has already completed their regular shift and is not in a paid status.
- (b) An employee is on their normal days off and is called to return to work and report within twelve (12) hours of that call. For employees enrolled in PERS prior to January 1, 2010, call back is defined as overtime for which notice is provided with less than twelve (12) hours' notice and for which the employee has already completed their regular shift and is not in a paid status.
- (c) Call Back Overtime is PERS eligible compensation, while regular overtime and Call Out Overtime are not PERS eligible compensation. Employees enrolled in PERS on or after January 1, 2010, are subject to a different definition of call back per the decision announced on March 21, 2019 by the Public Employee's Retirement Board.

Call Back Overtime is paid as follows:

- (a) An employee who is called back shall be paid at least one (1) hour at double time, except for occurrences where Call Back Overtime overlaps with the start of their regular shift. Employees working Call Back Overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the one (1) hour at double time overlap with the start of their regular shift, the employee shall be paid as follows:
 - (1) Call Back Overtime for the time before the shift begins,

(2) regular base wage hourly pay begins when the regular shift commences, and

(3) a non-PERS eligible straight time pay code after the start of their shift to satisfy the one (1) hour minimum.

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

Section 4: Recovery Time: For every hour worked (or partial hour) on call-out, or call-back, phone and/or laptop response time or regular overtime during the eight (8) hour period immediately prior to the employee's regular shift, the employee will be allowed to take the following day, an equivalent number of hours at their regular rate of pay, CITY-paid recovery time. Recovery time should normally be used at the beginning of the regular shift to ensure the employee has had adequate rest before working their normal shift hours.

(a) Regular, Call-Out or Call-Back Overtime of two (2) hours or less immediately prior to the employee's regular shift is not eligible for recovery time.

(b) With supervisory approval, employees may use annual leave, banked holiday hours or compensatory time in addition to earned recovery time to cover their normal shift hours.

Section 5: Standby: paid at double time

Employees required to standby on scheduled days off or holidays shall be compensated with one (1) hour of double time for each twelve (12) hour period of standby. Employees required to standby during the non-work hours adjacent to their regular shifts for up to fourteen (14) hours will be paid one (1) hour of double time. This includes the fourteen (14) hour period after the employee's last regular shift of their weekly schedule. Employees required to standby longer than twelve (12) hours on their normal days off or on a holiday shall be paid a minimum of one and half (1.5) hours at the double time rate and if they are required to stand-by for eighteen hours or more, will be paid two (2) hours at the double time rate. Employees on standby shall keep their supervisors and necessary emergency personnel notified of their location for emergency calls and must remain fit for duty.

(a) Employees on standby who are called to report for work shall be paid at least two (2) hours of double time at their regular rate of pay in addition to standby pay, except for occurrences where the Call Out/Call Back Overtime overlaps with the start of their regular shift. Employees working Call Back/Call Out Overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the two (2) hours at double time overlap with the start of their regular shift, the employee shall be paid as follows:

(1) the appropriate Call Out/Call Back code for the time before the shift begins,

(2) regular base wage hourly pay begins when the regular shift commences, and

(3) a non-PERS eligible straight time pay code after the start of their shift to satisfy the two (2) hour minimum.

(b) When employees who are on stand-by are called out on holidays or days off, and the call-out work continues over ten (10) hours in one twenty-four (24) hour block of time, the employee may withdraw from any further work, due to exhaustion or fatigue, for a minimum of six (6) hours until the employee is to return to call-out availability. The employee's supervisor shall arrange for relief workers if needed.

(c) While on Stand-by any operational issue that is resolved through the use of an electronic device (ex. cellphone or laptop) shall be paid at a minimum of one (1) hour at time and one-half (1.5) rate of pay. Such calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools. Should the employee receive a second call within the same hour, it would not be compensable. Should the employee receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at time and one-half (1.5) rate of pay.

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

Section 7: Any operational issue outside the employee's normally scheduled shift that can be resolved through the use of a telephone or other technology that eliminates the need for the employee to report to work, shall be paid at a minimum of one (1) hour at time and one-half (1.5) rate of pay. Such calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools. Should the employee receive a second call within the same hour, it would not be compensable. Should the employee receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at time and one-half (1.5) rate of pay.

Section 8: Duplication or pyramiding of premium pay and overtime pay for the same period of time is not allowed. When two (2) or more provisions requiring compensation of overtime and premium pay are eligible for the same time period the single provision most favorable to the employee shall apply.

Section 9: Compensatory Time Off: An employee working overtime as stated above, with the exception of PERS compensable time, may elect to be paid at the rate upon which the overtime was worked or to receive compensatory time off ("comp time") in lieu of overtime, which will be computed at the rate that the overtime was worked. Any PERS compensable time will be paid at the rate upon which the overtime was worked.

The accumulation of compensatory time off is a voluntary decision by the employee and they cannot be required to accumulate compensatory time off rather than be paid for the overtime worked.

Additional Provisions

- (1) PERS-eligible compensation cannot be converted to compensatory time off with the exception of provision 7.
- (2) Comp time is accumulated based on the overtime rate being paid for the time worked.
 - (a) Work 9.5 hours at time and a half = 14.25 hours of comp time.
 - (b) Work 9.5 hours at double time = 19.00 hours of comp time.
- (3) Comp time is used on an hour-for-hour or partial hour basis.
 - (a) Take off a 9.5 hour shift = 9.5 hours of comp time required.
 - (b) Comp time can be used in quarter of an hour increments.
- (4) Comp time will accumulate for the fiscal year, to the maximum allowed by the Fair Labor Standards Act (FLSA), which is currently 240 hours. If it is not used during that time, it will automatically be paid out in its entirety, on the last payday in the month of June, regardless of when the overtime was worked.
- (5) An employee cannot accumulate comp time if the overtime worked is being paid at an out-of-class rate.
- (6) The use of comp time will not be granted if it results in the need for overtime staffing.
- (7) An employee may accumulate comp time for the double time portion of a PERS compensable holiday worked.
- (8) An employee cannot accumulate comp time for the holiday pay portion of a holiday worked.
- (9) There is NO ability to request special checks or payouts of comp time earned before the automatic payment identified above.

ARTICLE 16. HOLIDAYS

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

- (a) New Year's Day, January 1st;
- (b) Martin Luther King, Jr. Day, 3rd Monday in January;
- (c) Presidents Day, 3rd Monday in February;
- (d) Memorial Day, last Monday in May;

- (e) Independence Day, July 4th;
- (f) Labor Day, first Monday in September;
- (g) Nevada Day, last Friday in October;
- (h) Veteran's Day, November 11th;
- (i) Thanksgiving Day, fourth Thursday in November;
- (j) Family Day, Day after Thanksgiving;
- (k) Christmas Eve, December 24th
- (l) Christmas Day, December 25th

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

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

Section 3: Floating Holiday: Employees will be eligible for two (2) floating holidays each calendar year. The floating holiday will be scheduled in the same manner as a vacation day. The floating holiday must be used within the calendar year and cannot be carried over to the following year. If an employee schedules their floating holiday and is then called into work during their normal work hours, they would be paid as if they were working any holiday defined in Section 1.

- (a) New employees hired before July 1st of each calendar year will receive two (2) floating holidays upon hire, and those hired on or after July 1st, but before November 1st, will receive one (1) floating holiday upon hire. New employees hired on or after November 1st will receive two (2) floating holidays the following January.

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

Employees will be allowed to bank holiday hours up to two hundred twenty-eight (228) total hours. Hours that exceed the 228 hours maximum will be forfeited at the end of any month in which overage occurs. Holiday hour banks will carryover from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.

- (a) In the event of an employee's death, the CITY shall pay 100% of the employee's unused banked holiday hours to the beneficiary(s) as designated in their City provided Life Insurance form.
- (b) In the event an employee is subject to layoff per the provisions of Article 38 of this Contract, they would be paid for unused banked holiday hours at the time of layoff.

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

- (a) Employees scheduled to work in job classifications that require coverage seven (7) days of the week and who work the actual holiday as defined in Section 1, shall be compensated at premium holiday pay for hours

Section 6: Employees working the 3/12 schedule will receive 9.5 hours of holiday pay for each full holiday (including their floating holiday) and all employees working this schedule will observe the holiday on the actual date of the holiday.

Day shift 3/12 employees working on a designated holiday would record their time as follows:

- (a) 9.5 hours H
- (b) 2.5 hours REG
- (c) 9.5 hours H2 (9.5 hours HOT2 for non-Nevada PERS holiday)
- (d) 2.5 hours HCP (2.5 HC for non-Nevada PERS holiday)

This will provide for double time plus holiday pay for 9.5 hours and double time for the remaining 2.5 hours of their regular twelve (12) hour shift on a holiday. This also provides for twelve (12) hours of Nevada PERS-eligible premium pay for working the holiday.

Graveyard shift employees will record their full shift hours on the day that the majority of their hours fall on. For example, employees working a graveyard shift schedule that begins on Sunday night and more than fifty percent (50%) of their shift hours fall after 12:01 AM Monday, they will record their entire shift hours on Monday and follow that process for the remainder of the work week.

In this example, if the designated holiday is a Monday, the employee would record 9.5 hours of banked holiday (HBE) for Monday, as this is their scheduled day off. If the designated holiday is Tuesday, the 9.5 hour employee would record 9.5 hours of H and 9.5 hours of H2. The 3/12 employee would record their time as follows:

- (a) 9.5 hours H
- (b) 2.5 hours REG
- (c) 9.5 hours H2 (9.5 hours HOT2 for non-Nevada PERS holiday)
- (d) 2.5 hours HCP (2.5 HC for non-Nevada PERS holiday)

This will provide for double time plus holiday pay for 9.5 hours and double time for the remaining 2.5 hours of their regular 12 hour shift on a holiday. This also provides for 12 hours of Nevada PERS eligible premium pay for working a Nevada PERS recognized holiday.

Section 7: In order to receive holiday pay, the employee must work, be on leave without pay approved in advance by management, or be on annual leave or sick leave, the day preceding and following a holiday. In the case of sick leave, documentation may be required by the supervisor in the form of a doctor's certificate.

ARTICLE 17. ANNUAL LEAVE

Section 1: Annual Leave will accrue as follows:

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

Section 2: Annual leave will accrue at the 38-hour employee rate each month. Employees working the 3/12 schedule using annual leave will record their time as follows:

Friday through Sunday Schedule:

- (a) Full week absence (defined as the three 12-hour shifts) = 38 hours of annual leave
- (b) Absence on Friday = 12 hours of annual leave
- (c) Absence on Saturday = 13 hours of annual leave
- (d) Absence on Sunday = 13 hours of annual leave

Time recording for weeks with one or two days absence would be:

- (a) Friday absence = 12 hours annual leave; 24 hours REG; 2 hours BAJ
- (b) Saturday absence = 13 hours annual leave; 24 hours REG; 1 hour BAJ
- (c) Sunday absence = 13 hours annual leave; 24 hours REG; 1 hour BAJ
- (d) Saturday & Sunday absence = 26 hours annual leave; 12 hours REG

Saturday through Monday Schedule:

- (a) Full week absence (defined as the three 12-hour shifts) = 38 hours of annual leave
- (b) Absence on Saturday = 13 hours of annual leave
- (c) Absence on Sunday = 13 hours of annual leave
- (d) Absence on Monday = 12 hours of annual leave

Time recording for weeks with one or two days absence would be:

- (a) Saturday absence = 13 hours annual leave; 24 hours REG; 1 hour BAJ
- (b) Sunday absence = 13 hours annual leave; 24 hours REG; 1 hour BAJ
- (c) Monday absence = 12 hours annual leave; 24 hours REG; 2 hours BAJ
- (d) Saturday & Sunday absence = 26 hours annual leave; 12 hours REG

Partial Days Absences: Employees who are absent for a portion of Saturday or Sunday due to annual leave would receive one hour of BAJ for that day.

Section 3: Annual leave shall be used as follows:

- (a) An employee may elect to accrue earned annual leave in excess of ten (10) working days to a maximum total of 480 working hours, plus applicable bonus days. Any annual leave that exceeds the allowed maximum will be forfeited the last day of the last full or partial pay period charged to the calendar year.
- (d) Each employee is responsible for assuring their annual leave balances do not exceed the maximum 480 hours, plus applicable bonus days, at the end of each calendar year.
- (e) The CITY will not be responsible for time forfeited, in excess of 480 hours, plus applicable bonus days, for an employee's failure to use sufficient annual leave.
 - (1) Annual leave requests must be submitted and have prior authorized approval in advance of taking leave. This approval process may take up to one week, unless it is an emergency.
 - (2) No annual leave will accrue and be paid unless the employee has satisfactorily completed their 1st six (6) months of employment.
- (f) There shall be no "pay in lieu of time off" for annual leave days, except as authorized by the CITY.
- (g) No monthly annual leave benefits will accrue if an employee is on an unpaid leave of absence for fifty percent (50%) or more of the month. If employment ends during the 1st fifteen (15) days of the month, no annual leave accrues for that month. If employment ends after the 15th of the month, an additional monthly accrual will be credited to the employee. "Employment ends" is defined as the last day on the CITY's payroll.

Section 4: All employees' vacation requests and fully approved vacation schedules will be posted accurately and kept current to avoid conflicts. An annual leave calendar will be posted in a conspicuous location and be accessible to employees at all times.

- (a) November 15th through December 15th of each year will be an open forum to submit annual leave requests for the entire following calendar year. Departments may identify an alternative timeframe of equal duration and consistent with the remainder of the terms in this Section.
 - (1) If two or more employees request the same period off, then seniority will take precedence.
 - (2) The senior person shall only be granted preference for one annual request, after which the next senior person gets "second pick." This process will continue until all requests are selected and the annual leave calendar has been authorized and posted.

- (b) If, after the end of the bidding period, two or more employees submit requests on the same day for the same time period and adequate staffing only permits one employee time off, time off will be granted on a “first come first serve” basis based on the submission of the request.
- (c) In the event the CITY cancels an employee’s approved annual leave, and the employee has purchased non-refundable tickets prior to the cancellation, the CITY shall reimburse the employee upon proof of said purchase.

Section 5: Regular employees terminated after six months or more service are entitled to payment for unused annual leave up to the maximum of 480 hours plus four (4) bonus days earned, if applicable.

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

ARTICLE 18. SICK LEAVE

Section 1: Sick leave will accrue at the 38-hour employee rate each month. For employees working the 3/12 schedule, it is expected that they will use their normal days off during the week for regularly scheduled doctor/dentist appointments and it is understood that there may be circumstances which require Friday or Monday appointments. Employees working the 3/12 schedule using sick leave will record their time as follows:

Friday through Sunday Schedule:

- (a) Full week absence (defined as the three 12-hour shifts) = 38 hours of sick leave
- (b) Absence on Friday = 12 hours of sick leave
- (c) Absence on Saturday = 13 hours of sick leave
- (d) Absence on Sunday = 13 hours of sick leave

Time recording for weeks with one or two days absence would be:

- (a) Friday absence = 12 hours sick leave; 24 hours REG; 2 hours BAJ
- (b) Saturday absence = 13 hours sick leave; 24 hours REG; 1 hour BAJ
- (c) Sunday absence = 13 hours sick leave; 24 hours REG; 1 hour BAJ
- (d) Saturday & Sunday absence = 26 hours sick leave; 12 hours REG

Saturday through Monday Schedule:

- (a) Full week absence (defined as the three 12-hour shifts) = 38 hours of sick leave
- (b) Absence on Saturday = 13 hours of sick leave
- (c) Absence on Sunday = 13 hours of sick leave
- (d) Absence on Monday = 12 hours of sick leave

Time recording for weeks with one or two days absence would be:

- (a) Saturday absence = 13 hours sick leave; 24 hours REG; 1 hour BAJ
- (b) Sunday absence = 13 hours sick leave; 24 hours REG; 1 hour BAJ

- (c) Monday absence = 12 hours sick leave; 24 hours REG; 2 hours BAJ
- (d) Saturday & Sunday absence = 26 hours sick leave; 12 hours REG

Partial Days Absences: Employees who are absent for a portion of Saturday or Sunday due to sick leave would receive one hour of BAJ for that day.

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

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

- (1) Sick leave will accrue on an unlimited basis. Employees shall be paid their current hourly rate for each hour of sick leave used.
- (2) Sick leave accrues on the 1st day of the month for active employees. No monthly sick leave will accrue if an employee is on an unpaid leave of absence or leave without pay for the entire month.

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

- (a) Personal illness shall be when an employee is incapacitated from the performance of their duties due to illness or injury.
- (b) Immediate family illness shall include attending to the medical needs of an employee's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents, or any other person permanently living in the household.
- (c) Sick leave may also be used for the purpose of keeping an appointment with a doctor up to a maximum of four (4) hours or actual time as documented by a physician or medical facility.
- (d) Employees shall report to work if recovery from illness is made during their normal work hours.
- (e) Sick leave may not be used for any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity, unless approved in advance by the Department Head or designee.

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

- (a) For sick leave periods in excess of three (3) working days, a physician's certificate for returning to work shall be submitted by all employees upon their return to work to their respective supervisor.
- (b) Upon returning to duty, the employee shall submit to their supervisor a completed leave form for the time absent from work. The CITY reserves the right to require the leave form to be completed on paper or in electronic format.

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

- (a) Any full-time employee who has exhausted their accumulated sick leave will use accrued annual leave.
- (b) Should an employee exhaust their accumulated annual leave, they shall use leave without pay.

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

- (a) A sick leave incident is defined as any period of continuous absence for the same reason. Use of sick leave covered under an approved Family Medical Leave Act, for family illness, or for a scheduled medical/dental appointment shall not constitute an incident of sick leave.
- (b) Employees whose work record displays excessive use, pattern use or misuse of sick leave shall be notified of this by their supervisor and/or Manager and are subject to progressive disciplinary action in an effort to change and correct this behavior.

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

Sick Leave Usage	Bonus Days (Hours) Awarded
0-1 day (0-13 hours)	4 days (38 hours)
1.1 – 2 days (14-26 hours)	3 days (28.5 hours)
2.1 – 4 days (27-52 hours)	2 days (19 hours)

For employees working the 3/12 schedule, bonus days are calculated using 12 or 13 hours of sick leave equaling one day of usage and bonus days are converted to hours when awarding this bonus.

- (a) Employees must be hired into or transferred to a Teamster position on or before June 30th to be eligible for Bonus Days during the fiscal year that follows their 1st anniversary date. Employees hired into or transferred to a

Teamster position on or after July 1st become eligible at the beginning of the next fiscal year after their 1st anniversary date.

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

Date Of Hire	Length Of Service	Type of Separation	100% of Accrued Unused Sick Leave Hours Paid Not To Exceed
July 1, 1995 or after	10 years (a)	Termination or Retirement	300 hours
July 1, 1995 or after	15+ years	Retirement	400 hours
July 1, 1985 – June 30, 1995	10+ to 20 years	Termination (a)	400 hours
July 1, 1985 – June 30, 1995	10+ to 20 years	Retirement	600 hours
July 1, 1985 – June 30, 1995	20 + years	Retirement	700 hours
July 1, 1985 – June 30, 1995	20 + years	Termination	500 hours

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

ARTICLE 19. OTHER LEAVES

Section 1: **Bereavement Leave**: An employee shall be granted up to three (3) work days off without loss of pay for a death in the immediate family within thirty (30) calendar days of notification of such death. In rare circumstances, this timeframe may be extended at the discretion of the Department Director or their designee. There is no requirement that the days be used consecutively, as actual funeral services are often delayed due to travel and other logistical issues. Immediate family is defined as an employee's spouse, child, father or step-father, mother or step-mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, or spouse's grandparents.

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

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

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

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

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

- (d) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders on training duty per NRS 281.145, subsection 1 without loss of pay for a period not to exceed 142.50 hours for thirty-eight (38) hour employees, or 120 hours for employees working (5) five (8) eight-hour shifts in any one calendar year. The employee shall file, with the CITY, a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The employee shall receive their regular compensation in addition to their military pay.
- (e) An employee having reserve status that is activated to serve on a full-time basis due to an extended military action will receive additional compensation from the CITY, to supplement their military pay, up to the Member's regular base pay for the duration of this activation.

Section 3: Leave of Absence: Leave of Absence shall be granted as follows: Upon application to their Supervisor and Department Head, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to their status, providing that such application shall have first been approved by their Department Head.

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

Section 5: Employees will be allowed to donate annual leave at the employee's option in accordance with CITY Administrative Donated Leave Policy C-06.

ARTICLE 20. EMPLOYEE BENEFITS

Section 1: A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014. The CITY agrees to abide by said Trust and Declaration of Trust and make payments to the Fund in the

amount designated below for Health and Welfare, Dental & Vision, Life Insurance and EAP coverage.

Effective for monthly payments beginning in July 2021, the CITY agrees to pay a contribution of \$1,038.00 composite rate per month to the Teamsters Security Fund of Southern Nevada, Local 14 for all eligible employees covered by this agreement.

Effective for monthly payments beginning in July 2022, the CITY agrees to pay a contribution of \$1,078.00 composite rate per month to the Teamsters Security Fund of Southern Nevada, Local 14 for all eligible employees covered by this agreement.

Section 2: The CITY shall transmit monthly the amount referenced in Section 1 to the third-party administrator designated in writing by the UNION. The funding, potential credits, effective date of coverage and the effective date of the end of coverage are detailed in the Teamsters Security Fund Declaration of Trust.

Section 3: All covered employees will make pre-tax contributions consistent with the provisions of Section 125 of the Internal Revenue Code to the Security Fund of Southern Nevada from their first two (2) paychecks each month for a total of twenty-four (24) contributions annually. The semi-monthly contributions are:

Coverage Plan	Semi-Monthly Contribution
Employee only	\$15.00
Employee plus one dependent	\$30.00
Employee plus two or more dependents	\$42.50

The CITY shall reimburse the semi-monthly contributions for all employees in the amounts noted above. The reimbursement to each employee shall be reflected as a "Medical Benefit Allowance (MBA)" line item on the employee's paycheck. This allowance shall be paid to the employee based on the employee's selected coverage plan.

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

Section 4: The open enrollment period for the Health and Welfare coverage under the Teamsters Security Fund for Southern Nevada, Local 14 is conducted in the October/November timeframe of each year.

Section 5: The City will provide each employee covered by this agreement fifty thousand dollars (\$50,000.00) in life insurance that will also include an accidental death and dismemberment benefit. This coverage ends upon termination or retirement.

Section 6: The City will provide a long-term disability benefit for employees covered by this agreement. This benefit will provide income security after a one-hundred eighty

(180) day waiting period and the details of the plan are included in the summary plan description. General provisions include:

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

Section 7: Effective the pay period that includes July 1, 2021, the CITY will make a one and seven tenths percent (1.70%) of base pay contribution each pay period to a retirement health savings plan (RHSP) for each employee covered by this Agreement. The CITY has the exclusive right to determine the third-party vendor for this savings plan and will provide timely notice to the Union should it decide to change vendors. The City will provide communication and educational materials to assist employees with this savings plan.

ARTICLE 21. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS

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

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

- (a) Worker's compensation payments received from the worker's compensation administrator will be endorsed back to the CITY by the employee in exchange for salary continuation.
- (b) Any time charged to worker's compensation up to the 570 hours (for 9.5 hour employees and an equivalent number for other hourly work schedules) of salary continuation will not affect an employee's sick or annual leave accruals.

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

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

- Section 5: Except for Section 4, an employee no longer on full pay status will cease to receive employee benefits; medical premiums excluded, but will retain the worker's compensation payments due the employee.
- Section 6: If, as a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to their pre-injury position, the CITY may require a medical separation.
- Section 7: In the event an employee is abusing their rights under Section 2 herein, the CITY may disallow the "salary continuation" benefit.
- Section 8: Before the CITY grants any worker's compensation benefits, the employee must comply with the administrative procedures defined for this benefit. The CITY may also request, at its option and expense, that the employee be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the employee a copy of their medical findings and opinion as to whether or not the employee is able to perform their normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The CITY may further require the injured employee be available for temporary modified duty work as soon as possible after release by a qualified physician.
- (a) Temporary modified duty assignments will be at the sole discretion of the CITY as provided in NRS 288.150 3(c)(2).
 - (b) Employees must accept modified duty assignment suitable to limitations established by physician to continue to receive benefits.
 - (c) Employees on temporary modified duty will not be eligible for out of class pay, standby pay, overtime pay or any other premium pay, except in the case of an emergency.
- Section 9: The CITY will comply with the NRS Chapters 616 and 617, and the Nevada Administrative Code for rehabilitation of an employee with an industrial injury or occupational disease that resulted from employment with the CITY. An injured employee of the CITY may be returned to work with the CITY in any available position for which the employee is qualified and which accommodates the employee's physical limitations.
- The employee may be appointed to the position even if there is an existing list for the classification that does not contain the employee's name.
- Section 10: An employee who is terminated per Section 6 of this Article will be eligible to apply for vacancies within the City for a period of one (1) year from the date of their medical separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an "internal candidate."

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

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

accrued to their benefit.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 23. RETIREMENT, RESIGNATION and PROBATIONARY EMPLOYMENT TERMINATION

- Section 1: Retirement: The CITY and the UNION agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.
- Section 2: Increases or decreases in mandatory contributions, as determined by the Public Employees Retirement System (PERS), for employees covered by this Agreement will be split evenly between the employee and the CITY.
- Section 3: The CITY shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.
- Section 4: Should the law require an employee to pay a portion of increase to the Public Employees Retirement System, the CITY agrees to increase the base wage by the same figure.
- Section 5: Resignation: A full-time employee who resigns shall submit their written resignation in writing to their Department Head and give at least two (2) weeks' notice.
- The City Manager, on the recommendation of the Department Head and the Human Resources Director, with the concurrence of the employee, may shorten or waive the notice period.
- Section 6: Probationary Employment Termination: If during a probationary period an employee's performance or conduct is not satisfactory to the CITY, the employee may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE 24. DISCIPLINARY PROCESS

- Section 1: Coaching and Counseling: Coaching and counseling are not considered disciplinary actions. The purpose of coaching and counseling is to provide direction to an employee to help them improve their performance and/or behavior and understand their supervisor's expectations of them. Where possible and dependent on the conduct at issue, coaching and counseling may be provided prior to moving to informal or formal discipline.
- Section 2: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 24 for any violation of any provision of this Labor Agreement. The CITY is committed to utilizing disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The CITY will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, maybe be warranted.

Should the CITY initiate an investigation of alleged employee misconduct; the investigation will be completed along with any disciplinary recommendation, within

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

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

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

(3) Performance Category:

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

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

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

Section 3: Types of Discipline: An employee whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, any one of, or combination of, the following types of discipline may apply; written disciplinary actions, performance improvement plan, decision-making leave, probation, suspension, demotion, and/or termination.

(1) Informal Discipline: The identification of an employee's unsatisfactory behavior, and the opportunity given to the employee for correction. Informal discipline consists of a written disciplinary action. A written disciplinary action is documentation of a supervisor providing notice to the employee to correct unsatisfactory performance and/or behaviors.

(2) Formal Discipline: Continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from

work, are subject to the formal discipline process. Formal discipline may consist of any one or combination of the following:

- (a) Performance Improvement Plans: Employees may be subject to Performance Improvement Plans designed to address specific performance, conduct or attendance issues and such Plans will specifically identify formal discipline may result from non-compliance.
- (b) Decision-Making Leave: Paid or unpaid time away from work is provided so that the employee may decide on whether employment with the CITY is in their best interest.
- (c) Probation: An employee may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.
- (d) Suspension: An employee may be suspended with or without pay as a disciplinary measure. Any suspension action under this Article shall be in writing and shall set forth the reasons for such suspension, and offer a pre-disciplinary hearing with the Department Director or designee for a proposed suspension without pay. The employee shall have the opportunity to meet with the City Manager, or designee, prior to the implementation of the suspension without pay, and may also respond to the proposed suspension without pay in writing.
 - (1) An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law.
- (e) Demotion: An employee may be demoted as a result of a disciplinary action. Any demotion action under this Article shall be in writing and shall set forth the reasons for such demotion and offer the employee a pre-disciplinary hearing with the Department Director or designee. The employee shall have the opportunity to meet with the City Manager, or designee, prior to the implementation of the demotion, and may also respond to the proposed demotion in writing.
- (f) Termination: An employee may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination and offer the employee a pre-disciplinary hearing with the Department Director or designee. The employee shall have the opportunity to meet with the City Manager, or designee, prior to the implementation of the termination, and may also respond to the proposed termination in writing.

Section 4: Discipline Records:

- (1) Records of disciplinary actions, excluding informal discipline or oral warnings, will be retained in the employee's official personnel file for a one (1) year period.
 - (a) If one year has passed without any further disciplinary action and the document is not the subject of a pending investigation, the disciplinary record will be removed from the personnel file upon written request of the employee to the Human Resources Director.
 - (b) The Human Resources Director will respond to the employee's request to remove the discipline record within thirty (30) days.
 - (c) Performance evaluations are exempt from this Article.
 - (d) The employee shall have access to their personnel file, along with the employee's representative. An employee may insert into their personnel file a rebuttal statement in response to written reprimands or negative commentary in the file.
 - (e) Any written record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 25. RE-EMPLOYMENT

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

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

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

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

ARTICLE 26. SAFETY AND HEALTH

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

- Section 2: Employees covered by this Agreement shall not be employed in riots or other civil disorders without police or equivalent protection, and shall not be employed as strikebreakers.
- Section 3: The CITY shall provide clothing, PPE, safety glasses and Arc Flashing clothing (raincoats and jackets) as required by law.
- Section 4: An employee who observes any unsafe working condition or machinery shall promptly notify their immediate Supervisor, the Chief Shop Steward or Safety Officer.
- Section 5: Should the Supervisor and Manager conclude that the working condition or equipment is safe and the employee insists to the contrary, the matter shall be brought to the attention of the Department Head or designee, City Safety Officer or designee, and the Head Shop Steward or their representative. If the matter cannot be resolved by the Department Head or designee and the Head Shop Steward, or if the Head Shop Steward is not available within a reasonable time under the circumstances, the Department Head or designee shall take action deemed appropriate, subject to the Union's rights under Article 32.
- Section 6: Employees who in the course of their duties fail to observe or correctly apply established safety practices or do not use appropriate safety equipment as provided by the CITY shall be subject to disciplinary action. The foregoing also applies to the operation of CITY equipment and CITY vehicles.

ARTICLE 27. RULES AND REGULATIONS

- Section 1: It is agreed that the Civil Service Rules of the CITY shall not apply to any subject matter addressed, referred to or provided for in this Agreement and that all matters so addressed, referred to or provided for in this Agreement shall be controlled exclusively by the provisions herein contained to the preemption and exclusion of said Civil Service Rules.
- Section 2: The CITY shall present to the UNION copies of department rules, if any, and shall post such rules on a bulletin board. The CITY shall provide a bulletin board in a location agreeable to both the UNION and the CITY.
- Section 3: The bulletin board may also be used by the UNION to post proper notices of interest to the employees. The UNION agrees to submit two (2) copies of all notices it desires to post to the City Manager, or designee, prior to posting. The UNION further agrees that it will not use the bulletin board for the purpose of disparaging the CITY or its duly authorized representatives or for any purpose other than the announcement of the business activities of the UNION as they relate to the employees in the Bargaining Unit.
- The CITY will allow the use of the CITY's e-mail system to notify the Bargaining Unit members of upcoming and special UNION meetings. The CITY and UNION will mutually agree on the content of the e-mail.
- Section 4: Nothing in this Agreement shall be interpreted or applied to cause the CITY or the UNION to violate their policy of non-discrimination. The CITY and the UNION shall

cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religion, creed, color, national origin, handicap, sex or age.

ARTICLE 28. MANAGEMENT RIGHTS

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

- (a) The right to hire, direct, assign, promote, transfer, classify, suspend, demote, discharge, or discipline employees.
- (b) The right to maintain the efficiency of its operations.
- (c) The right to relieve any employee from duty, to reduce in force or lay off any employee because of lack of work or lack of funds, or for any other legitimate reason.
- (d) The right to determine appropriate staffing levels and work performance standards.
- (e) The right to determine the content of the work day including the work load, the number of days which will constitute the work week, the number of hours which will constitute the work day, and the specific day to be designated as payday.
- (f) The right to determine the quality and quantity of services offered to the public, and the manner and means of offering those services.
- (g) The right to issue, amend or revise policies, rules, regulations and practices it deems necessary to carry out all managerial and administrative prerogatives.
- (h) The right to establish, changes, combine, or eliminates jobs, position and job classifications.

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

ARTICLE 29. UNION REPRESENTATION

- Section 1: The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the CITY during any shift to investigate working conditions of unit employees, to assist in the settlement of grievances arising under this Agreement, and to post notices regarding UNION activities provided they notify the CITY's designated representative of their presence.
- Section 2: The CITY and the UNION will work collaboratively to ensure new hires receive a comprehensive explanation of their employee benefits provided by the Teamsters' Security Fund of Southern Nevada and the CITY. The CITY will provide sixty (60) minutes during the new hire on-boarding process for Local 14 to discuss potential union membership with employees hired into positions covered by this agreement.
- Section 3: It is agreed that the UNION representative(s) shall not interfere with the efficient operation of the CITY. The Chief Shop Steward will provide timely notice to management of the need to utilize a Shop Steward during normal work hours.
- Section 4: The CITY agrees to allow six (6) employee representatives and the Chief Shop Steward to sit at the bargaining table for the purpose of negotiations subject to work schedules of the employees. Employee committee members shall not suffer loss of pay or deduction from leave time.
- (a) If for any reason additional employees are needed for informational purposes, upon agreement by the CITY and the UNION, said employee(s) will be called in the meeting without loss of pay or leave time.
 - (b) On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.
- Section 5: The CITY agrees to provide two-hundred twenty-eight (228) hours paid leave per fiscal year for use of the Teamsters Local No. 14 Shop Stewards or designee to conduct UNION business, i.e., conventions, seminars, and training.
- (a) The Secretary/Treasurer or designee of Teamsters Local No. 14 will determine the use of leave.
 - (b) Teamsters Local No. 14 agrees not to exceed two (2) individual requests for leave at one time. All leave will be pre-approved by the Department Head or designee. This leave may be denied as any other leave contained in this Agreement.
 - (c) It is further understood and agreed that the two-hundred twenty-eight (228) hours of leave is the maximum combined time allowed for all three Bargaining Unit Agreements. This time will not accumulate and has no cash value to the individual or the UNION.
 - (d) It is understood by all parties that Union Leave shall not be used for political purposes that is in direct conflict with the CITY or City related matters.

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

ARTICLE 30. CHECK-OFF

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

- (a) The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.
- (b) The UNION will certify to the CITY, in writing, the current rate of union membership dues.
- (c) The CITY will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

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

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

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

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

ARTICLE 31. LIABILITY INSURANCE

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

ARTICLE 32. GRIEVANCE PROCEDURE

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

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

Section 3:

Step 1: The UNION will present the Grievance to the Department Director or designee and Chief Labor Negotiator within twenty-one (21) calendar days after the matter in dispute or disagreement is alleged to have occurred.

Step 2: The Department will have twenty-one (21) calendar days after receipt of the grievance to respond in writing to the Union. If the grievance is not settled, it may proceed to Step 3.

Step 3: Within twenty-one (21) calendar days from receipt of the Step 2 written response from the Department Head, the Union Representative shall present the grievance, in writing, to the City Manager or designee, through the Chief Labor Negotiator or Human Resources Director, accompanied by all correspondence and existing evidence on the matter. The City Manager or designee shall respond in writing to the UNION within twenty-one (21) calendar days of receipt of the Step 3 grievance.

Step 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the UNION at Step 3, the parties may mutually agree to request alternate dispute resolution through Federal Mediation and Conciliation Service.

Step 5: If a mutually satisfactory settlement cannot be reached through Step 3 or Step 4, the UNION or the CITY shall have the right to refer the matter to an arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within twenty-one (21) calendar days of the Step 3 response or the date of the Step 4 mediation with the FMCS. Should the twenty-one (21) days elapse without written notification, the grievance shall be deemed withdrawn with prejudice.

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

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

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

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

Section 4: An employee may only pursue an arbitration action as an individual if the UNION chooses not to arbitrate a termination of the employee's employment. The employee will be required to follow and be subject to the procedures and deadlines set forth in this Article.

(a) Any individual grievant utilizing this option will be required to sign a waiver releasing Teamsters Local 14 from any additional responsibility and/or liability related to this employment action.

(b) All costs incurred by the individual grievant, including but not limited to those outlined in Step 6 and Section 4c of this Article, will be the responsibility of the individual grievant.

(c) Should an individual grievant choose to arbitrate their dispute, both the City of Henderson and the individual grievant will be required to place ten thousand dollars (\$10,000) into an escrow account to ensure the payment of the arbitrator.

(d) Should the individual grievant fail to comply with the requirements of:

(i) Step 6, or

(ii) Sections 4(a), 4(b) or 4(c) within twenty-one (21) calendar days of notification of the escrow account details,

The individual grievant will forfeit the ability to arbitrate the issue and the matter will be considered withdrawn.

Section 5: Either party may request an extension of time from the other party. Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.

ARTICLE 33. STRIKES AND LOCKOUTS

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

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

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

ARTICLE 34. OUTSIDE EMPLOYMENT/SECONDARY EMPLOYMENT

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

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

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

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

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

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

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

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

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

ARTICLE 35. WARRANTY OF AUTHORITY

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

ARTICLE 36. SAVINGS CLAUSE

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

ARTICLE 37. SOLE AND ENTIRE AGREEMENT

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

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

ARTICLE 38. REDUCTION IN FORCE

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

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

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

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

- (a) All temporary and regular part-time would be laid off first. Employees that are serving the twelve (12) month probationary status within the classification that is to be reduced shall be laid off next. Should a probationary employee be laid off for a period of time longer than they worked for the City and are subsequently rehired, they will be required to serve a full 12 month probationary period. If rehired before that timeframe, they will be given previous credit towards the completion of their probationary period.
- (b) Regular employees whose positions are reduced shall be permitted to exercise their CITY seniority to move laterally or downward to a position for which they previously held within the CITY.

- (c) Regular employees who, as a result of a Reduction In Force, are placed into previously held classification may be subject to a training period of up to six (6) months. Should the employee be unable to safely and effectively perform the work of this classification, the Human Resource Director and President of Teamsters Local 14 will meet to negotiate an appropriate solution.
- (d) Regular employees who are not placed in other positions may elect to accept the Reduction In Force or pursue displacement procedures.
- (e) Displacement procedures will take place in the following order:
 - (1) Once a position within a classification has been identified for elimination within a department, the least senior employee in that position within the department will be first to be displaced.
 - (2) The displaced employee will, in turn, displace the least senior employee in the classification working in another department.
 - (3) If there are no other positions within the classification, the regular employee whose position has been reduced will displace the least senior employee in any equal or lower paying position previously held by that regular employee or is placed in a vacancy in the highest paid position available that the employee previously held.
 - (4) An employee who has been displaced as a result of this procedure will have the same rights under Section 2(e)(3) as the employee whose position was initially reduced.
 - (5) If the displaced employee does not meet the requirements of the previously held classification due to changes in the classification or employee qualifications, or if the classification no longer exists, the employee's qualifications will be reviewed by the Human Resources Director or designee to determine if there are other placement options within the CITY.
 - (6) Employee(s) who exercise their seniority rights to return to a previously held position will be paid at the top rate for that position. The change to the employee's rate of pay will occur at the beginning of the 1st full pay period in the previously held position.
 - (7) Employee with seniority rights to a previously held position(s) may waive this right and volunteer for layoff from the reduced classification. The employee would be placed on the Reduction in Force Eligibility List and subject to recall to vacancies in that classification only.

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

from that classification and be given credit for previous time spent at that Step of the wage schedule.

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

- (a) The Reduction In Force Eligibility Lists will have precedence over all other Eligibility Lists.
- (b) Displaced employees on Reduction In Force Eligibility Lists will be considered eligible for in-house recruitment within the CITY for a period of three (3) years, or a period equal to their length of employment, whichever is less.
- (c) If more than one employee is placed on the Reduction In Force Eligibility List, the employees will be ranked by CITY seniority. The employee with the most CITY seniority will have the first option when a Teamster represented position becomes available that the individual qualifies for as determined by the Human Resources Director or designee.
- (d) An employee who is placed in a position they have not previously held from such a Reduction In Force Eligibility List will be required to serve a qualifying period once the Human Resources Director or designee certifies the employee's qualifications. An employee who is placed in a position they have previously held from such a Reduction In Force Eligibility List will not be required to serve a qualifying period once the Human Resources Director or designee certifies the employee's qualifications. The employee would be placed at the highest Step of the wage schedule in a previously held position or at the entry level of pay if they have never held the position.
- (e) City seniority does not accrue during the period of layoff. If recalled before the expiration of the timeframes in Section 4 (b), the employee would establish a new seniority date reflecting their previous service and subsequent benefit accruals will reflect their newly adjusted seniority date. If an employee is not recalled per the provision of Section 4 (b) and is subsequently rehired, they would be considered a new hire for City seniority and benefit purposes.
- (f) Upon acceptance of a position, the employee's name will be removed from all Reduction In Force Eligibility Lists.

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

ARTICLE 39. DEFINITIONS

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

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

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

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

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

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

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

Call-Out:

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

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

CITY: City of Henderson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job Family:

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

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

Lateral Transfer:

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

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

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

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

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

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

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

Positions Requiring Seven-Day Coverage: A position which is assigned to a duty location that is regularly scheduled to operate seven days a week.

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

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

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

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

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

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

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

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

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

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

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

Split Schedule: A Split-Schedule is defined as a regular work schedule of four (4) non-consecutive nine and one-half (9.5) hour shifts within a seven-day (7) day workweek. The split schedule must include both a Monday and Friday workday.

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

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

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

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

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

UNION: Teamsters Local 14

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

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

Wages: Salary agreed to in this Agreement.

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

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

Work Week

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

ARTICLE 40. DURATION OF AGREEMENT

- Section 1: This First Amended and Restated Agreement, dated July 1, 2021, shall be effective from July 1, 2021 through June 30, 2023.
- Section 2: In the event the parties cannot negotiate a new Contract, it is agreed that the parties shall comply with statutory impasse procedures.
- Section 3: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Date of Council Action: **August 23, 2022**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

DocuSigned by:

3BD3EEE3DFA349B

RICHARD DERRICK
City Manager/CEO

10/14/2022 | 4:23 PM PDT

Date

ATTEST:

DocuSigned by:

D8624203149447F

JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:

E6132FE9CD8B4AA

JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:

00E6B4B7D52440D

BROOKE STREAM
Director of Human Resources

APPROVED AS TO FORM:

DocuSigned by:

C8274A57AA6A4AD

NICHOLAS G. VASKOV
City Attorney

DS

CAO
Review

TEAMSTERS LOCAL #14

DocuSigned by:

3F7C39C40DAF469

Name: Grant Davis
President

10/07/2022 | 9:34 PM PDT

Date

Henderson Police Department Supervisors Addendum

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

ARTICLE 6. CLOTHING AND PERSONAL EFFECTS

Section 2:

- f. It is understood by and between the parties that, in lieu of the clothing allowance, Central Control Room Operators and Detention Center Technicians will be provided with 4 polo shirts annually.
- g. For employees of the Communications Bureau and Henderson Detention Center, leather tennis/gym shoes or other similar footwear with non-skid soles may be worn with approval by the supervisor.
- h. It is understood that when Communication Bureau or Henderson Detention Center employees need to attend a public event or an internal event (i.e., training, Henderson Huddle, etc) in a professional capacity, business casual attire is required.

ARTICLE 9. SENIORITY

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

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

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

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

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

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

ARTICLE 10. PROMOTION

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

ARTICLE 11. SHIFT ARRANGEMENT

Section 2: Whenever deviations from

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

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

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

(1) Mid-year Vacancies: The parties acknowledge that the CITY determines the required staffing level for each squad and those staffing levels are subject to

Section 1: Each employee shall be granted one-half (1/2) hour for lunch, and such time shall be allowed to the extent possible after four and one-half (4.5) hours from the beginning of the regular shift and before the end of six (6) hours from the beginning of the regular shift.

- (a) Communications Operator II: (38 Hours) will be allowed two (2) fifteen (15) minute breaks. This classification will also be allowed a thirty (30) minute paid lunch. Lunch on CITY time is to allow for the immediate recall of the Communications Operator II. All other rest periods on CITY time must be taken within the facility. Should a thirty minute lunch be modified to one hour, one half hour paid and one half hour unpaid and the Communications Operator II is required to work through their unpaid lunch period and are not provided a lunch period later in the shift, they will be entitled to regular overtime for the period of time they were not relieved, up to thirty minutes.
- (b) Crime Scene Analyst and the Property and Evidence Supervisor will be allowed two (2) fifteen (15) minute breaks and a thirty (30) minute unpaid lunch.

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

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

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

Section 5: Supervisors working within the Police Department, with the exception of the Crime Scene Analyst Supervisor, are NOT eligible for Recovery Time as defined in Article 15 Section 4.

ARTICLE 16 HOLIDAYS

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

ARTICLE 18 SICK LEAVE

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

ARTICLE 24: EMPLOYMENT STATUS AND DISCIPLINE

Section 5: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 24 for any violation of any provision of this Labor Agreement. The CITY is committed to utilize disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The CITY will

normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

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

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

Specialty Pay for Water and Wastewater Employees - **EXHIBIT A**

The parties agree to the following:

1. Employees who operate the crane in the course of their duties will receive a premium of 10% above their hourly wage for each hour in which they actually operate the crane.
2. Employees who act in the capacity of oiler/rigger while the crane is in operation will receive a premium of 10% above their hourly wage for each hour in which they act in such capacity.
3. Employees will code their time as OOC10 for each hour they actually operate the crane and there will be no minimum time requirement to qualify for this additional pay.
4. Identification of the employees eligible to train for and operate the crane will be at the discretion of the City and the number of eligible employees will be determined by operational need.

In order to qualify the employee must:

- (4) Hold a current Class B CDL with air brake endorsement.
- (5) Have successfully gained the "Certification of Crane Operators" for a crane capacity of "above 17.5 tons".
- (6) Have been identified by the City as being eligible to work the crane.

Classification and Compensations Review - **EXHIBIT B**

The parties have agreed to collaboratively complete a review of the current job content (classification) and market rates of pay (compensation) for the positions covered by these agreements. Local 14 will identify a Co-Chairman of the working committee and will identify two (2) members of each contract group to participate in this review. The City's Human Resources Director and identified staff from Human Resources and the operating units within the City will complete the committee. The Committee may be assisted by external consultants and will:

- Agree on the "like jurisdictions" that will be used for the review. It should be understood from the onset that certain departments or areas of the City will have different comparators to ensure the breadth of the data collected. Specifically, the positions within the Department of Utility Services will be compared to other organizations that perform similar utility work and many cities do not operate their own utility.
- Ensure that current work responsibilities are accurately reflected in new job descriptions.
- Ensure that market data that is gathered is an "apple-to-apple" comparison to the City's positions.
- Use the market data to create a new wage structure for the three (3) contract groups.
- Work collaboratively to implement any changes that the parties agree to in future negotiations.

The City acknowledges that the implementation of the study results are mandatory subjects of bargaining as defined in NRS 288 and to that end, the parties have agreed that should current positions be determined to be above market compensation, those individuals would have their hourly pay frozen or "redlined" and they would not be subject to a reduction in their hourly rate.

The working Committee will provide joint communications to all covered employees during the review process.

Exhibit C

Bureau of Labor

Statistics

CPI for All Urban Consumers (CPI-U)Original Data Value

Series Id: CUURN400SA0
 Not Seasonally Adjusted
 Series Title: All items in West - Size Class B/C, all urban
 Area:
 Item: All items
 Base Period: DECEMBER 1996=100
 Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.748	137.164	138.331
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813										

Example Calculation:

CPI for preceding full calendar year (Annual column) = 159.756

Less CPI for previous preceding full calendar year (Annual column) = 157.019

Equals index point change = 2.737

Divided by previous preceding full calendar year (2.727/157.019) = 0.0174

Result multiplied by 100 = 1.74%

*In this example, the base wage increase would be 2.25% per the minimum in Article 4, Section 2.

EXHIBIT D- Teamsters Local 14
Supervisor Wage Schedule
Fiscal Year 2021-2022
Effective July 1, 2021

Title	Grade	Hrs	Step 1	Step 2	Step 3	Step 4
Animal Control Operations Supervisor	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Communications Operator II	482	38	\$ 39.818	\$ 41.744	\$ 43.669	\$ 45.592
Crime Scene Analyst Supervisor	511	38	\$ 46.583	\$ 48.837	\$ 51.093	\$ 53.338
Cross Connection Control Supervisor	479	38	\$ 40.319	\$ 42.266	\$ 44.221	\$ 46.165
Custodial Supervisor	426	38	\$ 29.357	\$ 30.777	\$ 32.200	\$ 33.615
Detention Center Support Supervisor	439	38	\$ 34.768	\$ 36.454	\$ 38.133	\$ 39.811
Electrical Systems Supervisor	505	38	\$ 45.501	\$ 47.702	\$ 49.901	\$ 52.098
Executive Administrative Assistant	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Facilities Maintenance Supervisor	494	38	\$ 42.703	\$ 44.768	\$ 46.838	\$ 48.895
Fire Equipment Mechanic Coordinator	488	38	\$ 42.363	\$ 44.417	\$ 46.458	\$ 48.505
Fleet Maintenance Coordinator	481	38	\$ 40.409	\$ 42.368	\$ 44.320	\$ 46.269
Fleet Maintenance Supervisor	511	38	\$ 46.583	\$ 48.837	\$ 51.093	\$ 53.338
Materials Testing Supervisor	502	38	\$ 44.838	\$ 47.003	\$ 49.171	\$ 51.338
Meter Services Supervisor	479	38	\$ 40.319	\$ 42.266	\$ 44.221	\$ 46.165
Parks and Facilities Maintenance Coordinator	462	38	\$ 37.983	\$ 39.822	\$ 41.657	\$ 43.489
Police Executive Administrative Assistant	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Pretreatment Supervisor	479	38	\$ 40.319	\$ 42.266	\$ 44.221	\$ 46.165
Print and Mail Center Supervisor	426	38	\$ 29.357	\$ 30.777	\$ 32.200	\$ 33.615
Property and Evidence Supervisor	477	38	\$ 37.830	\$ 39.657	\$ 41.485	\$ 43.314
Public Works Maintenance Supervisor	480	38	\$ 40.044	\$ 41.985	\$ 43.921	\$ 45.851
Senior Animal Control Officer	452	38	\$ 37.092	\$ 38.888	\$ 40.681	\$ 42.471
Senior Code Enforcement Officer	504	38	\$ 45.324	\$ 47.522	\$ 49.711	\$ 51.898
Senior Combination Building Inspector	508	38	\$ 46.048	\$ 48.266	\$ 50.497	\$ 52.726
Senior Combination Building Inspector 1	512	38	\$ 46.969	\$ 49.239	\$ 51.509	\$ 53.779
Senior Combination Building Inspector 2	514	38	\$ 47.910	\$ 50.223	\$ 52.541	\$ 54.857
Senior Combination Building Inspector 3	515	38	\$ 48.858	\$ 51.228	\$ 53.584	\$ 55.944
Senior Combination Plans Examiner	508	38	\$ 46.048	\$ 48.266	\$ 50.497	\$ 52.726
Senior Combination Plans Examiner 1	512	38	\$ 46.969	\$ 49.239	\$ 51.509	\$ 53.779
Senior Combination Plans Examiner 2	514	38	\$ 47.910	\$ 50.223	\$ 52.541	\$ 54.857
Senior Combination Plans Examiner 3	515	38	\$ 48.858	\$ 51.228	\$ 53.584	\$ 55.944
Senior Customer Service Specialist	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Senior Fire Inspector	511	38	\$ 46.583	\$ 48.837	\$ 51.093	\$ 53.338
Senior Fire Plans Examiner (Engineering Emphasis)	516	38	\$ 48.990	\$ 51.354	\$ 53.723	\$ 56.093
Senior Land Development Plans Examiner	504	38	\$ 45.324	\$ 47.522	\$ 49.711	\$ 51.898
Senior Parks Mechanic	462	38	\$ 37.983	\$ 39.822	\$ 41.657	\$ 43.489
Senior Permit Technician	437	38	\$ 32.990	\$ 34.588	\$ 36.182	\$ 37.773
Senior Public Works Inspector	498	38	\$ 44.426	\$ 46.578	\$ 48.727	\$ 50.868
Senior Survey Technician	478	38	\$ 38.443	\$ 40.306	\$ 42.161	\$ 44.018
Senior Utility Inventory Control Technician	438	38	\$ 33.627	\$ 35.256	\$ 36.883	\$ 38.504
Senior Water Systems Technician	462	38	\$ 37.983	\$ 39.822	\$ 41.657	\$ 43.489
Special Programs and Services Supervisor	462	38	\$ 37.983	\$ 39.822	\$ 41.657	\$ 43.489

Includes COLA Increases and PERS Reduction

**Teamsters Local 14 Supervisor
Wage Schedule
Fiscal Year 2021-2022
Effective July 1, 2021**

Title	Grade	Hrs	Step 1	Step 2	Step 3	Step 4
Supervising Accounting Clerk	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Supervising Business License Technician	429	38	\$ 31.945	\$ 33.492	\$ 35.033	\$ 36.578
Supervising Court Support Specialist	435	38	\$ 32.938	\$ 34.531	\$ 36.119	\$ 37.714
Supervising Law Enforcement Support Specialist	435	38	\$ 32.938	\$ 34.531	\$ 36.119	\$ 37.714
Traffic Maintenance Field Supervisor	494	38	\$ 42.703	\$ 44.768	\$ 46.838	\$ 48.895
Unit Supervisor Field Operations	479	38	\$ 40.319	\$ 42.266	\$ 44.221	\$ 46.165
Unit Supervisor Wastewater Operations	481	38	\$ 40.409	\$ 42.368	\$ 44.320	\$ 46.269
Unit Supervisor Water Operations	481	38	\$ 40.409	\$ 42.368	\$ 44.320	\$ 46.269
Utility Maintenance Supervisor	495	38	\$ 43.180	\$ 45.266	\$ 47.352	\$ 49.443
Utility Services HVAC Supervisor	488	38	\$ 42.363	\$ 44.417	\$ 46.458	\$ 48.505

Includes COLA Increases and PERS Reduction

EXHIBIT E

City of Henderson and Teamsters Local 14

Chief Shop Steward (“CSS”)

With an interest in efficient, collaborative labor relations interaction between the City and the Union, the Parties are equally committed to the successful utilization of the Chief Shop Steward ("CSS") position. The assignment to the "CSS" position will be at the sole discretion of the Secretary/Treasurer of Teamsters Local 14 and the "CSS" will be classified as an exempt employee within the City of Henderson and Local 14 Supervisors Agreement. The "CSS" will be responsible to manage their schedule and daily activities and will inform the HR Director or designee of all vacation and sick leave requests.

Article 29, Section 6 of the Collective Bargaining Agreement states that the "City and Teamsters Local 14 have reached agreement to create a Union Liaison position and Local 14 will designate who will occupy this full-time position. The details of this agreement are contained in the associated Memorandum of Agreement." This language is intended to implement Article 29, Section 6.

The City and Teamsters agree to the following terms regarding the position of "CSS":

1. The City agrees to provide the "CSS" with appropriate office space and computer equipment, access to the City's email system and a dedicated email address to facilitate the overall effectiveness of this position. Emails sent through the City email system are subject to public records and are the City's records. If Teamsters desires to have a confidential communication, the City's email system should not be used.
2. The CSS will be eligible for annual safety shoe voucher program (set forth in Article 6, Section 2(b)) in order to allow for the CSS to safely and effectively in visit all members at their work sites.
3. Effective retroactively to July 1, 2021, the City will compensate the "CSS" at the top rate consistent with the top of the highest wage scale represented by the Union. At this current time the compensation would be Step 4 of Range 516 of the Teamsters Supervisors' Collective Bargaining Agreement.
4. Should the "CSS" assignment end for the incumbent, the incumbent will be reassigned as follows:
 - (a) The employee shall be returned to their former classification at the highest Pay Grade in that classification and the same Step for which they were compensated as the "CSS."

- (b) If the employee's former classification is not available, the City will review all other Teamster vacancies for which the employee is qualified to perform, and offer the employee the vacant position that is closest in wages to the employee's former classification. The employee will be placed in the Step that brings their wages closest to the Pay Grade and Step they were earning in their former classification.
- (c) If no such position exists, the City and the Union will meet to determine an acceptable resolution and the employee shall be placed on administrative leave earning their former classification pay until, for example, a vacancy opens up for which they are qualified.
- (d) It is recognized that there may be a period of training and/or re-acclimation for the "CSS" upon the incumbent's return to his or her former classification and will be provided with an appropriate amount of time, as determined by the supervisor, to obtain updated certifications if so required.
- (e) If the employee is placed in accordance with (b) and (c) of this Section, the employee will be in a qualifying period for six (6) months.