

CITY OF WINNEMUCCA

WINNEMUCCA CITY EMPLOYEES ASSOCIATION

AGREEMENT

July 1, 2024 to June 30, 2026



Mayor Richard Stone

June 18, 2024

Date Approved by City Council



Heather Elder, President WCEA

June 18, 2024

Date Approved by WCEA

**CITY OF WINNEMUCCA
AND
WINNEMUCCA CITY EMPLOYEES ASSOCIATION
AGREEMENT
2024-2026**

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INTRODUCTION

Whereas, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith in compliance with Nevada Revised Statutes (“NRS”) 288.150 and,

Whereas, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS 288.140, to join any employee organization of his choice or to refrain from joining any employee organization, now, therefore

This agreement is made and entered into by and between the City of Winnemucca, Nevada, hereinafter referred to as the “City”, and the Winnemucca City Employees Association (WCEA), hereinafter referred to as the “Association”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences, and to set forth the agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

When the City of Winnemucca Personnel Policy Manual is amended, a notice will be provided to employees either electronically or by hard copy. In the event of conflict or inconsistency, the terms of this Agreement shall be controlling.

ARTICLE 1 - GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of this agreement shall remain in full force and effect.

ARTICLE 2 - RECOGNITION

- A.** The City of Winnemucca recognizes the City of Winnemucca Employees Association as the exclusive bargaining representative for the non-peace officer employees of the City of Winnemucca, subject to the provisions of NRS Chapter 288.
- B.** Exclusive recognition shall entitle the Association to the following rights:
 - 1. Organizational use of designated bulletin boards located in conspicuous areas within each City facility.
 - 2. Payroll deduction of membership dues.
 - 3. Use of facilities in accordance with City policy and past practice.
- C.** The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith in regard to negotiable items as set forth in NRS 288.150.
- D.** Both the City and the Association shall carry out the commitments contained herein and give them full force and effect.
- E.** No change, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the City and the Association and endorsed in writing.
- F.** All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exceptions and prohibitions of NRS Chapter 288.

ARTICLE 3 - STRIKES AND LOCKOUTS

See current NRS Chapter 288 for regulations governing strikes and lockouts.

ARTICLE 4 - NON-DISCRIMINATION POLICY

- A.** The City and the Association agree to abide by the provisions of applicable federal, state and local laws regarding non-discrimination matters.
- B.** The City will not unlawfully interfere with or discriminate in any way against any employee by reason of his/her membership in the Association or participation in any activity approved by this Agreement, nor will the City unlawfully discourage membership in the Association or encourage membership in any other employee organization.
- C.** The provisions of this Agreement shall be applied equally to all employees within the bargaining unit without discrimination.

ARTICLE 5 - MANAGEMENT RIGHTS

- A.** All rights, functions and responsibilities of the City not specifically modified by this Agreement shall be retained by the City. The rights include, but are not limited to: the right to hire, direct, assign, promote or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline; the right to discipline or discharge an employee for just cause; the right to increase or decrease the workforce and determine the number of employees needed; the right to lay off any employee because of lack of work or lack of funds; the right to determine staffing levels and work performance standards, except for safety considerations; the content of the workday, including scheduling and overtime; and, the quality and quantity of services to be offered to the public and the means and methods of offering those services.

- B.** Notwithstanding the provisions of this Agreement, the City has the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.

ARTICLE 6 - EMPLOYEE RIGHTS

A. Association Membership

Any employee has the right to join or not join the Association without fear of intimidation, coercion or reprisal by any party.

The City will include a form provided by the Association with contact information and instructions for joining the Association in the City's on-boarding packet.

Upon request, the City will provide a roster of employees eligible to join the WCEA to the Association President.

B. Employee Files

The City shall keep a central personnel file for each employee. Access to personnel files shall be restricted to the employee or their designee and those individuals directly responsible for the supervision and administration of the employee in authority with a legitimate need to know. A personnel file will be used to store all disciplinary actions or related material.

1. Upon request, the employee or their designee may inspect their personnel file or any other file being kept on the employee by making an appointment to be set at a reasonable time during regular business hours of the City.
2. Upon request, the employee may obtain copies of materials in the central file or supervisor file at no cost to the employee.
3. An employee shall be notified when any formal or informal warning or disciplinary notice is placed in their file and shall be provided a copy of said notice. Nothing negative shall be placed in an employee file without the prior knowledge of the employee
4. The employee may, if they disagree with the information in any file, write a rebuttal to the information and have it attached at any time.
5. Written commendations shall be placed into the personnel file and a copy presented to the employee.
6. All material in the file must be signed by the sources of the material and dated. No anonymous letters or material will be placed in a personnel file. No memos, emails or any other written request for discipline removals will be placed in a personnel file. Any modification to a personnel file will be documented on the personnel file log. The log will include the date, a description of the modification, and the initials of the person making the modification.

ARTICLE 7 - ASSOCIATION RIGHTS

A. Payroll Deduction of Dues

1. Upon appropriate written authorization from the employee, the City shall deduct from the wages of each member the authorized deduction for Association dues from the salary of the employee and make appropriate remittance to the Association.
2. The City agrees to honor all such authorized deductions presently in effect.
3. Upon termination of an employee the current month dues will be deducted from the final check.
4. The employee's earnings must be sufficient after required deductions are made to cover the amount of appropriate Association deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Association deductions for dues will be made.
5. The Association agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Association to the City.
6. The Association agrees to refund the City any excess amounts paid to it in error, on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.

B. Association Communications

1. The Association may use City facilities as it has in the past for meetings with employees it represents.
2. The Association shall be permitted the use of designated bulletin boards located in conspicuous areas within each City facility for the purpose of communicating Association business to its members.
3. The Association (not individual members) agrees not to post any derogatory or inflammatory material regarding the employer on any public forum. If any such posting is made, it will be promptly removed upon notification to the Association.

ARTICLE 8 - ORIENTATION PERIOD

A. Orientation Status

All employees shall serve an orientation period of twelve (12) complete months from actual date of hire, during which time they may be released without notice, reason or right of appeal. The City Manager may extend the orientation period for up to an additional six (6) months.

B. Review During Orientation Period

An employee's performance shall be reviewed with the employee as often as determined necessary by the supervisor. Prior to the end of the orientation period, the employee's supervisor shall make a written recommendation for retention of the employee beyond the orientation period. If no such recommendation is received by the appointing authority prior to the end of the employee's orientation period, the employee shall be released from City service.

C. Orientation Period Upon Promotion or Transfer

All employees promoted to a position of higher responsibility or transferred to another position, shall serve an orientation period of twelve (12) months in the new position. Regular employees who have transferred or who have been promoted to another City position who fail to successfully complete their orientation period, will be placed on the layoff status and will be eligible for re-hire.

D. Salary Increase During Orientation Period

An employee shall not receive any pay increase, except for the cost of living increase that is given to all other City employees, while on orientation status.

ARTICLE 9 - PROCEDURE FOR FILLING VACANCIES

- A.** When the City determines a vacant position will be filled, a vacancy announcement shall be posted at City Hall. The City shall provide the Association with a copy of an employment vacancy announcement at least five (5) business days prior to advertising. The announcement shall list the duties and all qualifications for the vacant position.
- B.** City employees interested in being considered for the position must submit a written request to the department head responsible for filling the vacancy. The City may request all necessary and relevant information about the applicant which will show the applicant's qualifications and fitness for employment with the City of Winnemucca. The application of any person shall be rejected when not filed within the time period specified or which indicates that the applicant does not possess the minimum qualifications required for the position or the applicant has made any false statement of facts or practices or attempted to practice any deception or fraud in their application.
- C.** Defective applications may be returned to the applicant to amend the same and the application may be amended and re-filed providing the time limit for receiving applications has not expired.
- D.** Persons presently employed by the City, excluding temps, and applying for vacant positions will be considered for the position. In the event an existing employee is deemed qualified for the vacant position they may be offered the position before an outside applicant is considered for the position.

In the event a City employee is selected to fill a vacant or newly authorized or created position that is a higher classification than the employee's current post, the City employee will be placed on the salary schedule of the higher position at the hourly rate on the salary schedule of the higher position that is to the nearest dollar above the employee's current hourly rate. The filling of the position will not affect the leave or seniority of the employee.

ARTICLE 10 - ANNUAL LEAVE

A. Annual Leave

All employees who are employed on a continuous, full-time basis shall accrue annual leave credits on the basis of the schedule below. "Continuous Service" shall be defined by that service commencing with appointment to a full-time position and continuing until termination with no interruption, other than the use of sick leave or annual leave.

B. Annual Leave Accrual - Schedule

Years of Continuous Earned Service	Annual Leave Accrual Rate (hours earned per one hour worked)
Less than 12 months	0.0385 hours
1 yr but less than 3	0.0462 hours
3 yrs but less than 7	0.0577 hours
7 yrs but less than 10	0.0654 hours
10 yrs but less than 15	0.0769 hours
15 yrs but less than 20	0.0846 hours
20 yrs or more	0.0923 hours

1. The maximum annual leave accrual by an employee with five (5) or less years of service shall be two hundred (200) hours unless specifically extended by the City Manager.
2. The maximum annual leave accrual by an employee with more than five (5) years of service shall be two hundred forty (240) hours unless specifically extended by the City Manager.
3. It is the policy of the City that employees be required to use their annual leave each year.

C. Accrual During Orientation Period

Each employee shall accrue annual leave during their orientation period but shall not be allowed to use annual leave until continuously employed for more than six (6) months or unless otherwise approved by the City Manager.

D. Earned Leave While on Leave or Disability

Annual leave shall be earned at the employee's usual rate while on any paid leave for a continuous period of up to thirty (30) days. In the event an employee is on sick leave or service connected disability leave, or a combination thereof, for a continuous period for more than thirty (30) days, the employee shall cease to earn further annual leave until the employee returns to work full time.

E. Cessation of Leave Accrual

Annual leave accrual will cease upon notification of termination or when an employee is placed on leave without pay.

F. Approval of Use of Annual Leave

All annual leave will be taken at a time as approved by the employee's supervisor. Approval will not be unduly withheld by a supervisor. Annual leave is granted only in increments of one half (1/2) hour or more.

G. Annual Leave Conflicts

Conflicts between annual leave requests submitted by January 31 of each year shall be resolved by department seniority in favor of the more senior employee. All other requests will be determined by first submittal.

H. Carry-over of Annual Leave to Following Year

All annual leave not taken in excess of the applicable maximum carry-over hours will be forfeited at the end of the last pay period of the calendar year. An extension may be granted by the City Manager for a planned, extended vacation in the following year.

I. Payment on Separation

Employees who have completed more than six (6) months of continuous service and leave City service shall be paid for accrued, but unused annual leave up to the accrued maximum.

J. Payment on Death

The accumulated annual leave entitlement of a deceased employee shall be payable to the estate or heirs of the deceased employee in an amount determined by multiplying the unused hours of annual leave times the current hourly rate of pay.

K. Resignation and/or Retirement

A person about to resign or about to retire under the provisions of the state retirement act or who is to be terminated without fault on their part, and who has earned annual leave may be granted annual leave for the time so earned. The annual leave must be taken prior to the effective date of any such resignation, retirement or termination; or, in lieu of such annual leave, an employee may be granted a lump sum payment for annual leave time accrued, determined by multiplying the unused hours of annual leave time, up to the accrued maximum, by the current hourly rate of pay.

L. Advancing Annual Leave

Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time will require department head approval and full justification. Each request for advanced annual leave will be handled as a separate individual case and be

considered on its own merits. The City Manager will be the final approving authority on such requests.

M. Annual Leave on a Holiday

A regular employee who is on annual leave on a holiday shall not be charged annual leave for that holiday.

N. Interrupted Service

Any individual with five (5) consecutive years of employment with the City who terminates and then is re-employed by the City within one (1) year from date of termination, shall receive credit for prior years' service in determining annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the orientation status requirements.

O. Date of Allocation

Annual leave is to be earned and credited on a bi-weekly basis during the calendar year. In the event of termination, annual leave used beyond the amount actually accrued to date of termination is deducted from the final paycheck. If the paycheck is not sufficient to pay the entire amount of annual leave used beyond the amount earned to date of termination, the employee must repay to the City the difference.

P. Negotiations

The City will allow up to four (4) employees serving as WCEA representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employees' annual leave. The four (4) WCEA representatives shall be identified during a ground rules session prior to formal negotiations.

WCEA members will be allowed to join or engage in a meeting with the City to discuss items covered under this agreement without loss of pay or deduction from the employee's annual leave.

ARTICLE 11 - SICK LEAVE

A. Sick Leave

All regular employees with less than five (5) years of service shall accrue sick leave at the rate of 4.62 hours per pay period (120 hours per year). Employees with five (5) or more years of service shall accrue sick leave at the rate of 5.77 hours per pay period (150 hours per year).

B. Unrestricted Maximum

1. Sick leave accruing to an employee's credit which is not used during the year may accumulate from year to year without restriction.
2. Effective July 1, 2024, employees that have been continuously employed by the City for a minimum period of two (2) years shall be entitled to be paid for their accrued unused sick leave at a rate one (1) hour's pay at his or her regular rate of pay for every six (6) hours of accrued sick leave, up to a maximum payment of six thousand dollars (\$6,000).
3. Effective July 1, 2024, employees that have been continuously employed by the City for a minimum period of five (5) years shall be entitled to be paid for their accrued unused sick leave at a rate of one (1) hour's pay at his or her regular rate of pay for every six (6) hours of accrued sick leave up to a maximum payment of seven thousand, five hundred dollars (\$7,500).
4. Once per year, an employee may request to cash out sick leave to make a payment to Nevada Public Employee Retirement System (PERS) towards their PERS retirement credit subject to the requirements under Nevada Law and Nevada PERS Policy.

An employee who is eligible for purchase of service credits under the Nevada PERS and applicable law, may at his or her option convert unused sick leave into PERS service credit at one (1) hour's pay at his or her regular rate of pay for every six (6) hours of accrued sick leave up to a maximum payment of seven thousand, five hundred dollars (\$7,500).

An employee must have a cumulative balance of at least four hundred (400) hours of unused sick leave and 5 years of service to be eligible for conversion, and must maintain a minimum sick leave balance of 100 hours.

Eligible employee's desiring to convert unused accrued sick leave into retirement service credit shall submit a written request to the City Manager by November 1 of each year. The purchase of PERS credit will occur in December of year. Sick leave traded for PERS service credit shall be in minimum increments of one hundred (100) hours.

5. The City will issue payment to a retiring employee the amount of his/her sick leave accrual allowance described in this section 90 days in advance of his/her retirement date provided that the employee certifies in writing to use his/her sick leave buyout to purchase additional PERS service. The employee has the responsibility to coordinate the service purchase

transaction with PERS.

C. Use of Sick Leave

For the purposes of this section, “family” shall include husband, wife, children, parents, adopted children or any relative living in the immediate household of the employee. Sick leave shall be allowed for the illness of the employee, or for the illness of a member of the employee’s family as follows:

1. Employee: Sick leave shall be used only for recuperating from illness at home or in the hospital or for the travel to and from a doctor’s appointment.
2. Employees’ Family: Sick leave shall be used only when the presence of the employee is required at the home of the sick person, at the hospital or for the travel to and from a doctor’s appointment.
3. The City Manager may allow sick leave under special circumstances for other family members if requested by the employee and recommended by the department head. Each request for sick leave for other family members will be handled as a separate, individual case and be considered on its own merits. The employee may decline to use any or part of the sick leave benefit normally payable to the employee while receiving benefits under NRS Chapters 616 or 617.
4. To be eligible for sick leave the employee must personally report by telephone to their supervisor or call a number provided by the supervisor to leave a message no later than the scheduled time for start of work. In cases of emergency that prevent the employee from reporting prior to the start of work, the employee must notify the employer as soon as possible.
5. Sick leave exceeding more than three (3) days may require written confirmation by a physician, dentist or other provider of health care services. The department head may require written confirmation for any use of sick leave if there is reason to believe the employee is abusing sick leave. The City reserves the right to obtain a second opinion at City cost, to verify the need for the use of sick leave.

D. Accrual During Orientation Period

Each employee shall accrue sick leave during their orientation period but shall not be allowed to use sick leave until employed continuously for more than six (6) months, unless otherwise approved by the City Manager.

E. Earning of Leave While on Leave or Disability

Sick leave shall be earned at the employee’s usual rate while on annual leave. Sick leave shall be earned while an employee is on sick leave or on service connected disability leave, or a combination thereof, for a continuous period of up to thirty (30) days. In the event an employee

is on sick leave or service connected disability leave, or a combination thereof, for a continuous period of more than thirty (30) days, the employee shall cease to earn further sick leave until the employee returns to work full time.

1. Accrual of sick leave will cease upon notification of termination or when an employee is placed on leave without pay.

F. Fraudulent Claim

Any person claiming sick leave, with pay, and any department head approving the same where it is shown that such claim was made or approved by the claimant or the department head knowing that such claimant was not in fact sick or otherwise entitled thereto, shall be subject to disciplinary action, up to and possibly including termination of City employment. The first fraudulent claim will result in the forfeiture of fifty percent (50%) of any accumulated sick leave that the employee has on record. The second violation will result in the forfeiture of all of the employee's accumulated sick leave.

G. Advancing Sick Leave

Upon application of employee and approval and justification by the department head, an employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) days and will be subject to the following:

1. Request for advancement of sick leave must be supported by a medical certificate.
2. All available, accumulated sick leave must be exhausted before advancement.
3. All available, accumulated annual leave must be exhausted before advancement.
4. All available, accumulated compensatory time must be exhausted before advancement.
5. There is reasonable assurance the employee will return to duty to earn and repay the advance credits.
6. The City Manager will be the final approving authority on such request.
7. In the event of termination, advanced sick leave used beyond the amount actually accrued to date of termination is deducted from the final paycheck. If the paycheck is not sufficient to pay the entire amount of sick leave used beyond the amount earned to date of termination, the employee must repay to the City the difference.

H. Sick Leave Sharing

An employee who has less than 100 hours of sick leave may donate sick leave up to eight hours, an employee with between 100 and 199 hours of sick leave may donate sick leave up to sixteen hours, and an employee with two hundred (200) hours or more of sick leave may donate

up to twenty-four hours sick leave to an employee or employees who are on sick leave for catastrophic illness pursuant to the following restrictions:

1. An employee must have exhausted all of the employee's available paid leave including all sick leave, annual leave, and compensatory time off prior to being eligible to use donated sick leave.
2. An employee on leave for an on the job injury covered by workers compensation insurance is not eligible for sick leave donations.
3. An employee donating sick leave must do so in writing and in blocks of eight (8) hours each, not to exceed twenty-four (24) hours, on a form provided by the City.
4. The grant of sick leave is irrevocable.
5. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts the paid leave pursuant to subsection 1 and the employee's return to work.
6. All unused donated sick leave over forty (40) hours shall be proportionately returned back to the donors.

I. Recovery for Damages

If benefits are payable under this section, the cause of an injury is proximate consequence of the wrongful conduct of another and the employee recovers damages for the time lost, the employee shall not receive sick leave pay under this section for the same time; or, having received the same prior to the recovery of damages, the employee shall repay the City for any amount of sick leave payment under this section.

J. Minimum Sick Leave to Be Taken

The minimum sick leave time which may be taken at any one time by any employee shall be one-half (1/2) hour.

K. Date of Allocation

Sick leave is to be earned and credited on a bi-weekly basis during the calendar year. In the event of termination, sick leave used beyond the amount actually accrued to date of termination is deducted from the final paycheck. If the paycheck is not sufficient to pay the entire amount of sick leave used beyond the amount earned to date of termination, the employee must repay to the City the difference.

L. Leave Due to Family Death

If bereavement leave under Article 13 has been used, sick leave not to exceed five (5) days per calendar year per employee can be used for a death of a member of the immediate family of the employee, that is, persons related by blood, whether whole or half, marriage or adoption in the following relationships: spouse, child, grandchild, parent, grandparent, sibling or relative living in the employee's household.

ARTICLE 12 - INJURY-ON-DUTY LEAVE

- A. Severe Injury: An employee suffering a severe injury while performing a designated assignment shall be entitled to receive their full base salary for up to sixty (60) calendar days after sustaining the severe injury without having to use any accumulated sick leave or annual leave (this City payment shall make up the difference between any workers compensation benefit and the employee's full base salary). After the sixty (60) day benefit period, the employee may use accumulated sick and annual leave to make up the difference between the employee's base salary and the payment received by the employee from workers compensation benefits. A severe injury is defined as an on-the-job injury that requires confinement to a hospital and/or home for a period of ten (10) consecutive calendar days or more.
- B. Other Injury: When an employee suffers an on-the-job injury that prevents the employee from reporting to work, but does not qualify for Article 12 Section 1 "Severe Injury" benefits, the employee may use accumulated sick leave and accumulated annual leave to make up the difference between the base salary and the payment received from worker's compensation benefits.
- C. Sick Leave and Annual Leave Accrual: An employee receiving workers compensation benefits will not accrue sick leave or annual leave after 30 days, but shall continue to earn service time credit for retirement purposes.
- D. Full Salary Benefit: The intent of this Article is to allow an employee to continue receiving a full base salary so long as the employee is disabled and receiving worker's compensation benefits until sick leave and annual leave hours are exhausted. No employee shall receive a total compensation in a particular time period for workers compensation benefits and sick leave benefits and/or annual leave benefits, or any combination thereof, which exceeds the regular base salary of the employee for that time period.
- E. Holiday Benefits: When a holiday falls during the period of an employee's leave while receiving workers compensation benefits, the employee shall receive straight time compensation for the holiday as described in Article 14 of this agreement.
- F. Light Duty Assignment: When an on-the-job injury prevents an employee from performing normal job duties, but the employee is able to perform a light duty assignment, the employee may be assigned to a temporary light duty assignment by the Department Head if he determines that a temporary light duty assignment is available. The employee will be required to provide a written description from a physician of the limitations to be in effect prior to being considered for a light duty assignment. The City has the right to send the employee to a doctor of the City's choice at City expense to further determine the ability of the employee to work a light duty assignment. The City may choose a physician who is a specialist in the field to eliminate the problem of conflicting opinions. The intent of the second opinion is to assist in determining staffing levels and to encourage rehabilitation of the employee.
- G. Workers Compensation: Any time within a maximum period of twelve (12) semi-monthly pay periods subsequent to the pay period within which an on-the-job injury occurred, an employee

may elect to continue on workers compensation leave, without additional compensation from the City, and without refunding the workers compensation salary continuance payments to the City, provided the employee is receiving workers compensation salary continuance payments.

ARTICLE 13 - OTHER LEAVES

A. Military Leave

1. Temporary Military Duty: An employee who is an active member of the Nevada National Guard (the Guard) or any reserve component of the United States Armed Forces (the Reserve), shall be temporarily relieved from City duty without loss of regular compensation for a period not to exceed fifteen (15) working days in any calendar year, upon request to serve under orders on training duty. Any such absence shall not be deducted from the employee's accrued vacation.
2. Extended Military Duty: An employee called to active Guard or Reserve duty, and required to serve for a period exceeding thirty (30) days (extended military duty), will receive thirty (30) days (two (2) full-pay periods) base pay from the City. After the initial thirty (30) day service period, the City will compensate the employee for any difference between the employee's base pay and that provided by the Guard or Reserve, for a period of up to one (1) year. The employee may draw pay using accumulated annual leave after the initial thirty (30) day period.
3. Differential Pay: To facilitate the City providing differential pay in an accurate and timely manner, an employee called for extended military duty will be required to:
 - a. provide a copy of their military orders to the department head;
 - b. provide a copy of their monthly military leave and earnings statement to the City Clerk; and
 - c. provide specific information regarding the disbursement of the differential check.
4. Service-Time Credit: If an employee serves on extended military duty for five (5) years or less and returns to City service, there is no break in City service time for purposes of vesting or accruing retirement benefits, and when the employee returns to City service, the City is required to make any contributions on behalf of the employee's retirement benefits that the City would have made if the employee had not been absent for extended military duty.
5. Insurance and Leave Benefits: While an employee is on extended military leave, the City is not obligated to make payments for workers compensation insurance, unemployment insurance or the employee's group health insurance. An employee that is on extended military leave shall not be eligible for accrual of annual or sick leave until the employee returns to City service. The City will provide health insurance benefits to the extended military duty employee until the military insurance coverage commences.
6. Seniority Benefit: While on Guard or Reserve duty, the employee shall receive seniority and anniversary date benefits in compliance with federal law and court cases pertaining to military service due to members of the Guard or Reserve.
7. Promotion: Except as otherwise provided in this Article, an employee shall not be denied promotion or be adversely affected in job position due to serving in the Guard or Reserve.

B. Leave of Absence Without Pay

An employee, upon written application to the employee's immediate supervisor, may be granted leave of absence without pay, subject to approval and authorization by the department head and City Manager. Amount of leave granted will be determined on a case by case basis, but in no circumstance will it exceed six (6) months.

C. Family and Medical Leave Act (FMLA)

The City will adhere to all applicable requirements of the FMLA.

D. Bereavement Leave

An employee is entitled to up to five (5) days per year of City paid bereavement leave for the death of a family member. The bereavement leave days cannot be accumulated from year to year. Family members include spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, or any other child or close relative living in the employee's household at the time of their death.

ARTICLE 14 - HOLIDAYS

- A.** Full-time employees working a regular five-eights (five (5) eight (8) hour shifts) schedule shall receive eight (8) hours, and full-time employees working a regular four-tens (four (4) ten (10) hour shifts) schedule shall receive ten (10) hours at the regular hourly rate of pay for the following holidays:
- New Year's Day (January 1)
 - Martin Luther King's Birthday (third Monday in January)
 - President's Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Nevada Day (last Friday in October)
 - Veteran's Day (November 11)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving (fourth Friday in November)
 - Christmas Day (December 25)
 - Any other day declared a holiday, day of Thanksgiving or a day of mourning, by the Mayor, Governor or the President, when city offices are closed.
- B.** For employees regularly scheduled for a Monday-Friday workweek, whenever a declared holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if it falls on a Sunday, the following Monday will be observed as a holiday.
- C.** Holidays occurring during an employee's vacation period shall not be counted as vacation.
- D.** When an employee is required by order of the department head to work on a holiday, in addition to their holiday pay, the employee shall receive one and one-half (1 ½) times their regular hourly rate of pay for each hour or major fraction worked.

ARTICLE 15 - HOURS

A. Work Hours

Except in emergencies, the standard workweek of full-time employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period. An employee may be granted an alternate schedule, such as four (4) days of ten (10) hours each, at the discretion of the Department Head. Each employee shall be assigned regular starting and quitting times, which shall not be changed without reasonable prior notice.

B. Flex Time

Employees may be allowed to flex their work hours with the approval of their department head. All flex time must occur within the same workweek.

C. Rest Periods

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four (4) hours or longer. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time. An employee may voluntarily agree to forego any meal period if approved by the Department Head.

ARTICLE 16 - OVERTIME AND COMPENSATORY TIME

A. Overtime Pay

Overtime will be paid in accordance with applicable state and federal laws. An employee shall have the choice of receiving either payment or compensatory time off for overtime worked. Pay for overtime worked shall be at one and one-half (1 ½) times the regular hourly rate of the employee. Compensatory time off shall be at the rate of one and one-half (1 ½) hours off for each overtime hour worked. An employee who requests and is granted a flexible work schedule by the department head for the employee's benefit shall not receive time and one-half (1 ½) for the hours worked outside of the normal work schedule, unless the employee is specifically required to do so by the supervisor.

In determining an employee's eligibility for overtime, time in paid leave status, except compensatory time, is considered time worked.

B. Compliance With FLSA

The City will adhere to all applicable requirements of the Fair Labor Standards Act (FLSA).

C. Compensatory Time Off

Granting of compensatory time shall be subject to the following:

1. The period of earned time was approved by the department head.
2. It must be taken subject to the approval of the department head and City Manager.

D. Accumulation of Compensatory Time

Accumulated compensatory time exceeding eighty (80) hours may be paid at time and one half (1 ½) of the base wage rate; provided, however, that an employee, with the approval of the department head and City Manager, may in unusual circumstance accumulate compensatory time to a maximum higher than eighty (80) hours as specifically set forth in the approval.

E. Control and Documentation of Overtime and Compensatory Time

It is the duty of each employee working hours in excess of the standard forty (40) hours per week, and the duty of employees' supervisor, to ensure that such time is correctly shown upon the employee's time record each pay period. By signing such time record, the employee and the employee's supervisor each certify that the hours shown are accurate, and the accumulated overtime or compensatory time shown thereof is accurate.

F. Unused Compensatory Time

Payment for unused compensatory time shall be paid to the employee in the event of termination, retirement or death at their current rate of pay.

ARTICLE 17 - TRAVEL POLICY

A. Mileage and Travel Reimbursement

All claims for travel reimbursement must be filed on a City Travel Authorization Form and must include the claimant's signature attesting the accuracy of the claim.

Meals: The City shall provide reimbursement for meals while traveling at the rates indicated by the U.S. General Services Administration for the year and travel location. The City shall use the rate indicated for the first and last day of travel for any single day work-related travel.

Employees shall not be eligible for, and shall not request payment for, meals that are included as a part of registration fees, airline fees, or otherwise provided to them at no cost.

Personal Vehicle Use: City employees are entitled to receive pre-approved personal vehicle use expenses in accordance with the U.S. General Services Administration privately owned vehicle (POV) mileage reimbursement rates. All personal vehicle use shall be pre-approved by the Department Head.

Lodging: The City shall provide reimbursement for lodging while traveling at the rates indicated by the U.S. General Services Administration for the month and travel location. The City reserves the right to pre-book lodging for a traveling Employee.

Incidental Travel Expenses: Pre-approved incidental travel expenses such as taxi cabs, airport parking and rental cars will be reimbursed based on receipts provided by the employee.

ARTICLE 18 - COURT DUTY

- A.** An employee appearing in any court or before a grand jury as a juror or witness in a criminal case or a witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which he has received in the course of their employment, or as a party to an action arising out of their City employment, shall receive full compensation as though the employee were actually on the job during such time.
- B.** The employee shall claim any jury, witness or other fee entitlement by reason of such appearance and forthwith pay the same over to the City Treasurer to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowances.
- C.** In the event an employee is called upon as a witness before the grand jury or in any case before a court of law as a direct result of or directly pertaining to City employment, the employee may be entitled to retain from court fees reasonable allowances for expenses incurred. All time records will identify the hours spent on court duty.
- D. Court Cancellation:** Employees whose off-duty court appearance is canceled with less than twenty-four (24) hours' notice, shall receive two (2) hours pay at the overtime rate. Employees shall receive only one cancellation payment on the same day if two court appearances are cancelled that were scheduled three (3) hours or less apart. Employees shall receive a second court case cancellation payment on the same day only if the second case was scheduled more than three (3) hours after the first court case. Overtime pay for court cancellation only applies if the employee is required to appear in court as a result of their employment with the City of Winnemucca and if the canceled court date was scheduled on the employee's regular day off.

ARTICLE 19 - DISCIPLINE/DISCHARGE

A. Types of Discipline

Disciplinary action may be imposed upon an employee for just-cause, which includes, but is not limited to; failing to adequately fulfill his/her responsibilities as an employee and on-duty or off-duty conduct which relates to an employee's ability to satisfactorily perform his/her job. Examples of the type of disciplinary action which may be imposed include the following:

1. Oral Reprimand: An oral correction addressed to an employee by the employee's supervisor as to the propriety of the employee's action(s) or inaction(s). The City may place a written confirmation of oral reprimand in the employee's personnel file.
2. Written Reprimand: A written criticism of an employee's conduct, usually concerning an infraction of City rules-of-conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the employee with an additional signed copy to the employee's personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Association. Signature by the employee shall not constitute agreement with the criticism, but only recognition of the receipt of the written criticism.
3. Disciplinary Leave-Without-Pay: Disciplinary leave-without-pay means a disciplinary measure, providing that the employee receives one (1) or more days off without pay.
4. Suspension With Pay: There are times during an inquiry into alleged misconduct that it would appear to be in the best interest of both the City and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such suspension during a period of review is thought to be necessary, such suspension shall not cause loss of pay or other privileges attached to the position as an employee of the City, unless later converted to Disciplinary Leave-Without-Pay. A Suspension With Pay does not comprise a form of discipline in and of itself, unless it has been so designated in a particular case.
5. Discharge: Termination of the services of an employee of the City of Winnemucca for: a gross violation of laws, ordinances or rules and regulations; numerous violations of rules and regulations; inability or refusal to properly perform duly assigned tasks; substance abuse; or, other actions which constitute cause for discharge. Discharge shall be imposed by the department head and shall be by written notice to the employee concerned. One (1) copy of such notice shall be delivered to the employee concerned and one (1) copy of the appropriate form shall be placed in the employee's personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Association.

B. Classifications of Discipline

Oral Reprimands, Written Reprimands, Suspension With-Pay and Suspensions Without-Pay for two (2) days or fewer, shall be considered Minor Disciplinary Actions. Suspensions Without-

Pay for three (3) days or longer, disciplinary demotions and discharges shall be considered Severe Disciplinary Actions.

C. Minor Disciplinary Actions

Procedure for Imposing and Appealing Minor Disciplinary Actions: Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the orientation period for current City employment. The following procedures shall apply exclusively to Minor Disciplinary Actions, except Oral Reprimands, for which there shall be no appeal.

1. Notice of Action: When a supervisor or manager believes it is necessary to impose a Minor Disciplinary Action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.
2. Appeal of Minor Disciplinary Action: Within five (5) days from receipt of the written notification, an employee who has received a Written Reprimand, Suspension With-Pay or Suspension Without-Pay for two (2) days or fewer, but believes the discipline is unwarranted, may appeal the action up to Level 3 of the Grievance Procedure (Article 10) of this Agreement for a final decision.

D. Severe Disciplinary Actions

Procedure for Imposing and Appealing Severe Disciplinary Action: The following procedures shall apply exclusively to Severe Discipline Action:

1. Notice of Proposed Action: Before taking action to discharge, demote or suspend a unit employee without-pay for a period of three (3) days or longer, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:
 - a. A statement of the action proposed to be taken.
 - b. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
 - c. If it is claimed that the employee has violated a rule or regulation of the City, a copy of the rule or regulation shall be included with the notice.
 - d. A statement that the employee may review and request copies of the materials upon which the proposed action is based.
 - e. A statement that the employee has five (5) working days to respond to the department head or his/her designee, either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the department head or his/her designee.
2. Response: The employee upon whom a Notice of Proposed Action has been served shall have five (5) working days to respond or protest to the department head or his/her designee,

either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the department head or his/her designee may extend the time period to respond.

3. Response Meeting: If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the department head or his/her designee. At such meeting the employee may be accompanied by an attorney or Association representative.
4. Review/Action: After complying with the applicable requirements of this Agreement and having reviewed the employee response, if any is given, and pursuant to the Response Section of this Article, the department head or his/her designee may order the discipline or discharge of the employee. Such order shall:
 - a. be in writing.
 - b. state specifically the causes for the action.
 - c. state the effective date of such action.
 - d. be served on the employee and, upon the written request of the employee, on the Association, either personally or by certified mail.
5. Protest: A non-orientation period employee, or the Association on behalf of a non-orientation period employee, may protest Severe Disciplinary Action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 20, Grievance Procedure and, if necessary, through Article 21, Arbitration.

E. Disciplinary Records

An employee may, six (6) months or more after issuance of any oral or written reprimand, make written request to their department head for the removal and destruction of such action from their personnel file. Any severe disciplinary action or action including suspension may be requested for removal after twelve (12) months. If the employee is not satisfied with the decision of the department head, the employee may, within seven (7) days of receipt of the department head's decision, appeal that decision to the City Manager. No document shall take place of the disciplinary action in an employee's personnel file when the action is removed.

ARTICLE 20 - GRIEVANCE PROCEDURE

A. Definitions

Grievance: A grievance is a claimed violation, misapplication and misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of any right reserved to the City shall not be subject to the grievance procedure.

Grievant: A grievant is a unit member of the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of the City or the Association as a group grievance and shall thereafter be represented by a single grievant.

Day: Day shall mean a calendar day.

B. Informal Resolution

Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the grievant's supervisor. A supervisor shall have seven (7) days to give an answer to the employee. Failure by the employee to bring the grievance forward to the supervisor during this seven (7) day period terminates with prejudice the right to proceed with a grievance.

C. Formal Levels

1. Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within seven (7) days of receipt of such answer, file a formal, written grievance with the grievant's appropriate next level supervisor that contains a statement describing the grievance, the section of this Agreement allegedly violated and remedy requested. The appropriate next level supervisor shall, within seven (7) days, have a meeting with the grievant. If the appropriate next level supervisor is the department head, Level 1 and Level 2 of this Article will be combined into one step.
2. Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within ten (10) days.
3. Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the City Manager. Within fifteen (15) days of receipt of the written appeal, the City Manager, or his/her designee, shall investigate the grievance which will include a meeting with the concerned parties if requested by either side, and thereafter give written answer to the grievant within seven (7) days, which answer shall be final and binding, unless for matters

subject to arbitration the Association notifies the City Manager within ten (10) days of its intention to appeal the matter to arbitration.

D. General Provisions

1. Failure to Carry Forward: If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.
2. Failure to Respond: If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day allowed for a City response.
3. Representation: The grievant may be represented by an authorized steward or business representative at any level of this procedure.
4. Waiver of Time Limits: Time limits and formal levels may be waived by mutual, written consent of the parties.
5. Service: Proof of service shall be by certified mail or personal service.
6. Copy to Association: The Association shall receive a copy of all grievances filed at the department head level of this grievance procedure. When a grievance is not being processed by the Association, a copy will be provided to the Association only if the employee makes a request in writing to provide the Association with a copy.
7. Effect of Grievance: The making or filing of a grievance shall not prevent the City, a department head or supervisor, or other authorized person, from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be a part of the subject matter of the grievance.
8. Advancing to Arbitration: No grievance may proceed to arbitration without the signature of the President of the Association.

ARTICLE 21 - ARBITRATION

A. Designation

The parties will attempt to agree upon a professional neutral to serve as an arbitrator. In the event an agreement cannot be reached to select an arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS (Federal Mediation and Conciliation Service) and alternatively strike names from such list until one (1) name remains, or follow the procedure required by the agency supplying the list. The remaining person so selected shall serve as arbitrator. The party to strike first shall be determined by lot.

B. Matters Not Subject to Arbitration Procedure

Proposals to create, add to or change this Agreement or addenda supplementary hereto, shall not be grievable nor submitted to an arbitrator and no proposal to modify, amend or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

C. Rules of Evidence

Strict rules-of-evidence shall not apply.

D. Privacy of Hearings

All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

E. Authority of Arbitrator

Decisions of an arbitrator on matters properly before the arbitrator shall be final and binding on the parties. No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute falls within the definition of a grievance as set forth in Article 20, Grievance Procedure, or is an appeal from a Severe Disciplinary Action, and has been processed in accordance with the provisions of this Agreement. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this Agreement.

F. Cost

The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Association or the grievant, if the grievant is not represented by the Association, and the City. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. If either party rejects the arbitrator's decision as evidenced by overturning it or seeking relief in court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the arbitrator process. For the purposes of this section, the parties shall be considered as either the City and the Association or, if a grievant is not represented by the Association, the City and the grievant. The Association agrees to

indemnify and hold the City harmless from any claims, awards and/or judgments resulting from the failure of the Association in meeting and/or satisfying any costs assigned by a responsible third party authority under the terms, rights and obligations of this Article.

ARTICLE 22 - LAYOFF-RECALL PROCEDURES

A. Positions to be Eliminated

If the City determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The City will determine the positions to be eliminated and the employees to be laid off within each affected job class. The City's determination shall be based on consideration of seniority within the job classes of the affected department, the qualifications and performance of the employees in the affected department and qualifications and performance of the employees in the affected job class. For the purposes of this Article, seniority will be based on years of service calculated from the original date of hire to the current date, minus any unpaid leaves of absences of more than ten (10) consecutive working days.

B. Order of Layoff

1. Initially, the City shall consider employees for layoff in the order of seniority within the job class and departments.
2. When selecting which employee will be laid off, the City will review the qualifications of the employee with the least seniority in the affected job class. If the City finds:
 - a. the employee has qualifications not possessed by an employee with the greater seniority and
 - b. the qualifications are needed by the department, and then the City may layoff the employee with the next higher seniority.
3. Not more than two (2) employees within any class or department may be retained out of seniority order, except when a less senior employee is required to perform an essential function which the more senior employees are not currently qualified to perform.
4. Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, licenses and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

C. Layoff Appeal Procedure

1. Notice-Of-Appeal: In the event that an employee who has been laid off out of seniority order believes the decision based upon qualifications is incorrect, the employee may request that the Association appeal the City's determination. If the Association finds there is a reason to believe that the City has erred in its decision, it may appeal through the process set forth in this Article. Such appeal shall be filed with the City Manager within five (5) working days of delivery of the layoff notice to the employee.

2. Appeal Review Committee: When an appeal is filed, the Association shall appoint two (2) persons to serve on a review committee at the time of the appeal. The City shall then appoint two (2) persons to the committee. Each of the persons appointed to the committee shall, to the extent possible, be familiar with either the work of the department or of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice-of-appeal to the City. It shall review the basis for the City's layoff decision and the reasons the employee believes the decision is in error. The committee shall then, by majority vote, determine whether the City's decision was reasonable and, on that basis, either confirm or reject the City's decision.
3. Mediation: If the committee cannot reach agreement regarding the City decision (regarding order of layoff) it shall, within three (3) days of its initial meeting, request the participation of a federal or other mutually-acceptable mediator. The services of the mediator will be jointly requested by the City and the Association on an urgent basis. The mediator will seek to achieve a consensus decision among the committee members. If no decision is reached, the mediator shall become a voting member of the committee. The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

D. Recall Rights

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff. No orientation period shall be required.

E. Recall List

Employees shall remain on a recall list for two (2) years following the date of layoff. The laid-off employees shall be removed from the recall list if:

1. they accept recall to a position in a class at the same salary range as the position from which they were laid off, or
2. they decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred, or
3. they fail to report for duty within fifteen (15) calendar days of mailing of notice-of-recall to City employment.

F. Recall Notice

Notice-of-recall or available position may be made in person or by certified mail, return receipt requested. It is the responsibility of each laid-off employee to notify the City Manager's Office of the employee's current address.

G. Recall To Other Vacant Positions

When there is no person on a recall list for the department and class in which a vacancy exists, those on the recall list shall be considered for the vacancy before any other applicant is considered for appointment when the following conditions exist:

1. Temporary work within the job class or for which the laid-off employee is qualified, work shall be offered to the laid-off employee.
2. A vacant position at the same or lower range and in the same department from which the employee was laid off--the position shall be offered to the laid-off employee, subject to completion of an orientation period, if the employee meets the qualifications for hire.
3. A vacant position at the same or lower range, but in a different department from which the employee was laid off--the employee shall be considered for the position and may be offered the position, subject to completion of an orientation period, if qualified.
4. An employee who fails to meet the orientation period prescribed by this section of the Agreement will be returned to layoff status.

ARTICLE 23 - DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Refer to the current City Drug and Alcohol-Free Workplace Policy as adopted by the City Council.

ARTICLE 24 - SAFETY

Refer to the current City Safety Policy as adopted by the City Council.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

- A.** Employees shall receive health insurance beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes, all persons working for the City are required under the City's policy to be regular full-time employees employed in order for the employee to be insured. Eligibility for City health insurance benefits is only provided to employees that are regularly employed by the City not fewer than thirty (30) hours per week and who have made application and have been issued a Certificate of Insurance.
- B.** Effective July 1, 2024 the cost of health, dental, vision, and basic life insurance will be split between the employee and the City in accordance with Table 1.
- C.** If the combined health, dental, vision, and/or basic life premiums increase by 8% or less over the previous fiscal year, the premium increase shall be split between the City and the employee in amounts equal to the current percentage of the premium paid by the City and the employee as indicated in Table 1. If the total premium increase is more than 8% over the previous year, the City shall notify the Association of the proposed increase, and this Article may be opened for negotiation by either party. If either party wishes to open this Article for negotiation, the intent to do so must be submitted in writing no later than 30 days after the date the notice has been delivered to the Association.
- D.** The City will provide a 100% match to employee HSA contributions up to one hundred seventy-five dollars (\$175) per employee per month.
- E.** Any employee enrolled in an Employee Only HSA health plan who elects to decline dental, vision, or basic life insurance, may apply the dollar difference to their HSA contribution or to any other voluntary supplemental insurance benefits offered by the City, i.e., hospital indemnity, dependent insurance coverage, etc.
- F.** City-offered health, dental, vision, and basic life insurance premiums will be paid through automatic payroll deductions.
- G.** All employees are automatically covered by the Public Agency Compensation Trust (PACT) program that the City participates in to provide coverage for on-the-job accidents and occupational diseases. Requirements of applicable laws governing PACT benefits shall be followed.
- H.** All employees are covered by the State of Nevada Unemployment Compensation program that the City participates in.
- I.** The City will pay 100% of the cost of any physical examination required for their employment.
- J.** The immunizations listed below will be offered to all employees and may be taken on a voluntary basis. These immunizations are to be paid at the City's expense:

 - Tetanus/DPT
 - Typhoid

- Polio
- Hepatitis B
- Hepatitis A

Employees will be entitled to receive these immunizations upon written request to the City Clerk.

Table 1. Fiscal Year 2024-2025 Insurance Premiums

Insurance Premiums (Monthly)					
	Total	Employee	Employee Cost	City	City Cost
HSA EE	\$ 721.91	0%	\$ -	100%	\$ 721.91
HSA Spouse	\$ 1,588.20	30%	\$ 476.46	70%	\$ 1,111.74
HSA Children	\$ 1,299.44	13%	\$ 168.93	87%	\$ 1,130.51
HSA Family	\$ 2,237.92	25%	\$ 559.48	75%	\$ 1,678.44
PPO EE	\$ 860.92	5%	\$ 43.05	95%	\$ 817.87
PPO Spouse	\$ 1,894.02	43%	\$ 814.43	57%	\$ 1,079.59
PPO Children	\$ 1,549.66	35%	\$ 542.38	65%	\$ 1,007.28
PPO Family	\$ 2,668.85	32%	\$ 854.03	68%	\$ 1,814.82
Dental					
EE1	\$ 40.99	0%	\$ -	100%	\$ 40.99
Spouse1	\$ 83.74	30%	\$ 25.12	70%	\$ 58.62
Children1	\$ 73.09	13%	\$ 9.50	87%	\$ 63.59
Family1	\$ 118.59	25%	\$ 29.65	75%	\$ 88.94
EE2	\$ 52.63	22%	\$ 11.64	78%	\$ 40.99
Spouse2	\$ 93.24	37%	\$ 34.62	63%	\$ 58.62
Children2	\$ 80.96	21%	\$ 17.37	79%	\$ 63.59
Family2	\$ 132.07	33%	\$ 43.13	67%	\$ 88.94
Vision					
EE	\$ 7.71	0%	\$ -	100%	\$ 7.71
Spouse	\$ 15.44	30%	\$ 4.63	70%	\$ 10.81
Children	\$ 16.51	13%	\$ 2.15	87%	\$ 14.36
Family	\$ 26.39	25%	\$ 6.60	75%	\$ 19.79
Life					
EE	\$ 5.57	0%	\$ -	100%	\$ 5.57
Spouse	\$ 9.17	30%	\$ 2.75	70%	\$ 6.42
Children	\$ 9.17	13%	\$ 1.19	87%	\$ 7.98
Family	\$ 9.17	25%	\$ 2.29	75%	\$ 6.88

ARTICLE 26 - WAGES AND PAY PERIODS

A. Cost of Living Adjustments

1. Effective July 1, 2024: Employees will receive a cost-of-living adjustment of 5.0%.
2. Effective July 1, 2025: Employees will receive a cost-of-living adjustment of 5.5%.

Effective July 1, 2025: Employees will receive a revised cost-of-living adjustment (COLA) based on the PERS contribution rate increase in accordance with Article 27, Item E.

B. Other Salary Adjustments

1. Effective July 1, 2024: Employees not currently at the top of their salary range will receive a special salary adjustment in the amount of 2.5%.
2. Effective July 1, 2025: Employees not currently at the top of their salary range will receive a special salary adjustment in the amount of 2.5%.
3. A one-time stipend in the amount of \$1,000 will be issued to all employees within the bargaining unit by separate check on July 12, 2024 which is the first pay day in July 2024.

C. Requests for Reclassification

1. In November of each year, an employee may request classification review by submitting a written request to the Department Head. Such request shall include a description of the normal duties being performed by that employee that are believed to be significantly different from those required by the employee's current classification. The duties must be clearly defined and assigned prior to review, and an individual employee may only make a reclassification request once every three years.
2. Within sixty (60) days of receipt of the request, the Department Head shall review the request and make a written recommendation to the City Manager for approval, denial, or further review of the reclassification.
3. The City Manager shall review the original request and the Department Head's recommendation. The City Manager shall consider the budgetary implications of the request and discuss the merits of the request with the Department Head. Within sixty (60) days of receipt of the Department Head's recommendation the City Manager shall take one of the following actions:
 - a. If the City Manager and the Department Head agree that the reclassification request should be approved, and the reclassification does not require the creation of a new position, the employee shall be reclassified no later than the beginning of the next fiscal year.
 - b. If the City Manager and the Department Head agree that the reclassification request should be approved, and the reclassification requires the creation of a new position that does not exist in the Position and Salary Range Table at the time of the request, the City Manager shall place an item on the next available City Council meeting to request the addition of the new position to the Position and Salary Range Table. If the City Council approves the new position, the new position shall be advertised internally for five (5) business days, and the position shall be offered to the most

qualified internal applicant no later than the beginning of the next fiscal year. If the City Council does not approve the new position, the reclassification request shall be denied.

- c. If the City Manager and Department Head agree that the request merits further review, the City Manager shall arrange for further review by means of internal investigation and/or with the assistance of an external entity. If the findings of the additional investigation support reclassification of the employee, the employee shall be reclassified no later than the beginning of the next fiscal year. If the findings of the additional investigation support denial of the reclassification request, the reclassification request shall be denied.
 - d. If the City Manager and Department Head agree that the reclassification request should be denied, the reclassification request shall be denied.
 - e. If the City Manager and the Department Head do not agree on the appropriate action to be taken, the Mayor shall direct the City Manager and Department Head to follow one of the identified courses.
4. Should the request be denied at any stage, the employee shall not be eligible to submit another reclassification until two years have elapsed from the original date of submission.
 5. All denials for reclassification shall be made in writing and shall include justification for denial and a list of criteria that must be met for future consideration of reclassification.

D. There shall be 26 bi-weekly pay periods each year.

E. Temporary employees shall be paid for the number of hours actually worked times the hourly rate established for the position. They shall not be eligible for holiday pay nor shall they be entitled to insurance benefits or holiday leave.

F. The City will pay the employee by direct deposit if so requested by the employee.

ARTICLE 27 - OTHER BENEFITS

A. Golf Fees

All full time City employees will receive a fifty percent (50%) reduction in their municipal golf course use fees (employee only) during the term of this Agreement.

B. Swimming Pool Fees

All full time City employees will receive a one hundred percent (100%) reduction in swimming pool use fees for the employee, employee's spouse, and employee's children during the term of this Agreement.

C. Clothing Allowance

1. Field employees in the Street Department will receive a clothing allowance of five hundred fifty (\$550) dollars yearly. The shop mechanic will be provided shop clothing with laundry service.
2. Field employees in the Water / Sewer Department will receive a clothing allowance of four hundred fifty (\$450) dollars yearly.
3. Field employees in the Building Maintenance, Parks and Cemetery Departments will receive a clothing allowance of three hundred fifty (\$350) yearly.
4. Employees whose regular place of work is in the evidence vault at the Winnemucca Police Department will receive a clothing allowance of four hundred fifty dollars (\$450) yearly.
5. Animal Control Officers will receive a clothing/uniform allowance of one thousand two hundred dollars (\$1,200) yearly. Newly hired Animal Control Officers may elect to receive a full year's clothing/uniform allowance advance upon employment. Should the employee leave City employment for any reason within a one-year period, the City will withhold the appropriate portion of the advance from the employee's final paycheck.
6. Employees, other than Animal Control Officers, whose regular place of work is at the Animal Control Building will receive a clothing allowance of four hundred fifty dollars (\$450) yearly.
7. All clothing allowances shall be paid one-half (1/2) on the first pay period of July each year and one-half (1/2) on the first pay period of December each year. The City will provide no other items of clothing to employees receiving a clothing allowance with the exception of affordable work gloves.

D. Public Employees Retirement System

1. All employees covered by this Agreement shall participate in the Public Employees Retirement System of Nevada (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.
2. The City agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2014, to PERS for the term of the Agreement.
3. Increases in the PERS contribution rate which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action.
4. Payment of the employee's portion of the contribution increase shall be made by an equivalent reduction in pay or, if such an increase coincides with a scheduled increase, by reducing the equivalent of a scheduled basic salary increase or cost of living increase, or both. Should an increase be more than a total of one and one-half percent (1.5%), the City will notify the Association in writing. Any amount less than 4% not designated to be paid by the City will be split between the City and Association. Should an increase be equal to or more than a total of four percent (4%), either party may request in writing to open this Article for negotiation, and such negotiations will commence no later than 30 days after the request is made. The negotiations shall be subject to the same rules, impasse, and arbitration procedures adopted in this Agreement with the exception that impasse may be declared by either party upon completion of one negotiation session.

E. Cell Phone Stipend:

The City shall provide a \$100 per quarter cell phone stipend for employees regularly using personal cell phones for City business purposes. The City reserves the right to issue City-owned phones in lieu of providing a cell phone stipend. All cell phone use must be in compliance with the City's cell phone policy.

F. Education Stipend

The City shall compensate an employee as follows for completion of job-related degrees (at the City's determination) from an accredited institution:

1. A Technical Certification or Associate Degree - two hundred dollars (\$200) per year stipend.
2. A Bachelor's Degree - four hundred dollars (\$400) per year stipend.

G. One-Time Yearly Cash-Out of Vacation Leave and/or Compensatory Time

Employees with more than 100 annual leave hours will be allowed to cash out up to 80 hours of annual leave and/or compensatory time (80 hours max total combined annual/comp leave) once per calendar year but must maintain a minimum remaining balance of 100 hours of annual leave.

Examples:

1. Employee with 120 hours can cash out a maximum of 20 hours
2. Employee with 180 hours can cash out a maximum of 80 hours
3. Employee with 240 hours can cash out a maximum 80 hours

Cash out of hours will be paid at the employee's current rate of pay at the time of cash out. Cash out requests must be submitted by October 1 or May 1 of each year, and cash out requests will be paid in the first pay period in November or June.

H. Commercial Driver's License

The City will pay for Entry-Level Driver Training (ELDT) for members required to obtain a Class A or Class B Commercial Driver's License (CDL) for the first time.

All Public Works employees that earn a commercial driver's license (CDL) shall be eligible for a \$5,000 salary increase.

Employees in the Maintenance I and Specialist I classifications shall receive the full \$5,000 increase. If the new salary, exceeds the top of the range for the classification, the employee shall be promoted to the Maintenance II or Specialist II classification to allow for the full increase.

Employees in the Maintenance II, Specialist II, or Foreman positions shall receive up to the full \$5,000 increase if it is within the current range for their position. An employee in the Maintenance II, Specialist II, or Foreman position will not be eligible to receive a CDL salary increase that is outside the range for the position.

I. Bilingual Pay

Association employees who are fluent in Spanish and who are assigned in writing by the Department Head or his/her designee to use such ability for special assignment or daily duties shall be compensated at a rate of four hundred fifty dollars (\$450) per year. The Department Head or his/her designee may implement the method of his/her choice to determine fluency for the purposes of this section. The stipend shall be paid in the first pay period of July.

J. Grant Writer and/or Grant Manager

Association employees who are designated by the Department Head or his/her designee as a Grant Writer or Grant Manager shall receive an annual stipend of five hundred dollars (\$500) for managing and/or writing a grant(s) on the first paycheck following the designation or assignment by the Department Head and approval of City Manager. The designation or assignment must be renewed annually. It will be the Department Head's responsibility to notify payroll when the stipend becomes applicable. All training for grant writing and/or management will be accommodated through the normal training request process of each department.

ARTICLE 28 - WEEKEND/HOLIDAY DUTIES, ON-CALL PAY & CALL-OUT PAY

- A.** When off duty, if an employee is required to leave a phone number to be reached in case of an emergency, but can come and go freely, the employee is not entitled to hourly compensation for the period and is not required to return to work if called.
- B.** When an employee is required to be on-call and constantly within contact of the City after their regular shift has been completed (until they report to work their next shift), the employee shall receive a minimum of one (1) hour of overtime pay for that period.
- C.** When a Sewer Department or Water Department employee is required to be on-call and constantly within contact of the City during weekends or holidays and must perform the facility inspections (rounds), the employee shall receive a minimum of four (4) hours overtime pay for each twenty-four (24) hour period on-call. The employee will receive no additional pay to perform the required facility inspection (rounds) duties but will receive overtime pay for any additional hours worked.
- D.** When an employee is required to be on-call and constantly within contact of the City during weekends or holidays, the employee shall receive a minimum of two (2) hours overtime pay per twenty-four (24) hour period on-call. The employee will also receive overtime pay for any actual hours worked.
- E.** When an employee is called out to work while off duty, the employee will receive a minimum of two (2) hours pay at the overtime rate.
- F.** An employee who is scheduled to perform job duties on weekend, after-hours or holidays will receive overtime pay for all hours worked plus one (1) additional hour of overtime pay. The employee is not considered to be on-call after the required duties have been completed, unless placed on-call by the supervisor per section D above.
- G.** All employees that are not currently on call and answer after-hour phone calls shall be compensated in 30-minute increments. This time shall be recorded as regular/overtime, comp time, or flex time as approved by their Department Head. These include calls from dispatch, SCADA, police department, and sheriff's office.

ARTICLE 29 - LONGEVITY

A. Longevity Pay

Any full time City employee who is currently receiving the top salary in his/her applicable salary range shall be eligible for the following longevity payment in the first paycheck in January of each year:

- 1) Employees who have completed less than 10 years of continuous service shall receive a total of six hundred dollars (**\$600**) in addition to his/her salary.
- 2) Employees who have completed 10-19 years of continuous service shall receive a total of eight hundred dollars (**\$800**) in addition to his/her salary.
- 3) Employees who have completed 20+ years of continuous service shall receive a total of one thousand dollars (**\$1,000**) in addition to his/her salary.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall become effective **July 1, 2024** upon acceptance by the City of Winnemucca and the Association and shall remain in effect through **June 30, 2026**.