

TEAMSTERS SUPERVISOR AGREEMENT

2021-2024

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 RECOGNITION AND EMPLOYEE CLASSIFICATION..... | 4 |
| Section 1. Union Bargaining Agent | 4 |
| Section 2. City Bargaining Agent..... | 4 |
| Section 3. Governing Agreement..... | 4 |
| Section 4. Definition of Employee..... | 5 |
| Section 5. Resignation..... | 5 |
| ARTICLE 2 MANAGEMENT RIGHTS AND EMPLOYEE DISCIPLINE | 5 |
| Section 1. Retention of Managerial Prerogatives | 5 |
| Section 2. Non-Mandatory Subjects | 6 |
| Section 3. Discipline, Discharge and Resignation..... | 6 |
| ARTICLE 3 UNION RIGHTS | 8 |
| Section 1. Shop Stewards..... | 8 |
| Section 2. Distribution of Union Literature..... | 10 |
| Section 3. Union Visitation..... | 10 |
| Section 4. Union Negotiations Representative | 10 |
| Section 5. Right to Representation | 10 |
| ARTICLE 4 STRIKES AND WORK ACTIONS..... | 11 |
| Section 1. No Strikes | 11 |
| Section 2. Employee Rights..... | 11 |
| ARTICLE 5 CHECKOFF | 11 |
| Section 1. Union Dues and Initiation Fees | 11 |
| Section 2. Fund Remittance..... | 11 |
| Section 3. Deduction Controversy..... | 11 |
| ARTICLE 6 GRIEVANCE PROCEDURE..... | 12 |
| Section 1. Definition of a Grievance | 12 |
| Section 2. Procedural Steps | 12 |
| Section 3. Time Limitations..... | 13 |
| ARTICLE 7 JOB CLASSIFICATIONS AND PROMOTION PROCESS..... | 14 |
| Section 1. Definition of “Designated Job Classification” | 14 |
| Section 2. Order of Filing Vacant Positions..... | 15 |
| Section 3. Posting and Bidding..... | 14 |
| Section 4. Restrictions on Bidding | 15 |

| | |
|--|----|
| Section 5. Qualifications/Testing | 15 |
| Section 6. Selection..... | 15 |
| Section 7. Promotional Qualifying Period..... | 15 |
| ARTICLE 8 SENIORITY..... | 17 |
| Section 1. Seniority List..... | 17 |
| Section 2. Seniority Computation | 17 |
| Section 3. Scheduling Leave..... | 18 |
| Section 4. Termination Seniority..... | 18 |
| Section 5. Reduction in Force and Layoff Protocols | 18 |
| Section 6. Recall from Layoff Notification | 21 |
| ARTICLE 9 WAGES | 21 |
| Section 1. Employee Compensation | 21 |
| Section 2. Wage Schedule..... | 22 |
| Section 3. Overtime Compensation | 24 |
| Section 4. Call Back Pay..... | 25 |
| Section 5. Recupeation Time | 25 |
| Section 6. Standby Pay..... | 26 |
| Section 7. Shift and Relief Differential | 26 |
| Section 8. Work out of Designated Classification | 26 |
| Section 9. Time Limitation | 27 |
| Section 10. Longevity Eligibility | 27 |
| Section 11. Uniforms, Bonds, and Fees | 27 |
| Section 12. Bilingual Proficiency/Compensation Program | 28 |
| ARTICLE 10 HOURS OF WORK | 28 |
| Section 1. Purpose of Article. | 28 |
| Section 2. Identification of Shifts and Schedules..... | 29 |
| Section 3. Shift Generally Defined | 29 |
| Section 4. Annual Shift/Schedule Bid..... | 29 |
| Section 5. Rest and Meal Periods..... | 30 |
| ARTICLE 11 LEAVE TIME | 31 |
| Section 1. Holidays..... | 31 |
| Section 2. Floating Holiday..... | 32 |
| Section 3. Annual Leave | 32 |

| | |
|---|-------|
| Section 4. Sick Leave | 34 |
| Section 5. Light Duty Plan | 36 |
| Section 6. Other Leaves | 37 |
| ARTICLE 12 EMPLOYEE BENEFITS..... | 38 |
| Section 1. Life Insurance | 38 |
| Section 2. Medical Insurance | 38 |
| Section 3. City's and Employee Contribution to the Fund | 38 |
| Section 4. Workers Compensation | 39 |
| Section 5. Liability Insurance | 40 |
| ARTICLE 13 OCCUPATIONAL SAFETY AND HEALTH..... | 40 |
| Section 1. Safety of the Public | 40 |
| Section 2. Fitness for Duty Examinatione | 40 |
| Section 3. Establishing Safety Rules..... | 40 |
| Section 4. Safe Working Conditions..... | 40 |
| Section 5. Complaint Procedure | 41 |
| Section 6. Protective Devices..... | 41 |
| Section 7. Safety Suggestions | 41 |
| ARTICLE 14 RETIREMENT | 41 |
| Section 1. Required Contributions..... | 41 |
| ARTICLE 15 SCOPE OF AGREEMENT | 42 |
| Section 1. Contract Dates..... | 42 |
| Section 2. Contract Negotiations | 42 |
| Section 3. Terms and Conditions Not Covered | 42 |
| Section 4. Severability..... | 42 |
| Section 5. Governing Agreement..... | 42 |
| Section 6. Amended Departmental Rules and Regulations..... | 43 |
| Section 7. Contract Print Costs | 43 |
| Section 8. Letters of Agreement | 43 |
| ARTICLE 16 EXECUTION..... | 43 |
| NORTH LAS VEGAS POLICE DEPARTMENT ADDENDUM | 45-49 |
| CURRENT ACTIVE TEAMSTERS JOBS | 50 |
| EXHIBIT B..... | 51 |
| EXHIBIT C | 52-55 |

ARTICLE 1

RECOGNITION AND EMPLOYEE CLASSIFICATION

Section 1: Union Bargaining Agent

Pursuant to and in conjunction with the provisions of the Local Government Employee-Management Relations Act (NRS 288), the City recognizes the Union as the exclusive bargaining agent for the regular employees and classifications in the bargaining unit as defined in Exhibit A. Exhibit A shall be subject to change based on mutual written agreement by the Secretary Treasurer of Teamsters Local 14 or designee and the City Manager or designee. A current copy of Exhibit A will be posted on CityNet.

A. Recognition/Withdrawal - Recognition of the Union as the exclusive bargaining agent for those employees listed in the designated classifications in Exhibit A of this Agreement 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.

1. If the City believes that the Union is not supported by a majority of employees covered by this Agreement, the City will provide written notice to the Secretary/Treasurer of Teamsters Local 14 of its concern and allow Local 14 sixty (60) calendar days to remedy the matter before recognition is withdrawn.

B. Union Member List - In November of each year during the term of the contract, the Union agrees to furnish the City a written list of the names of all its current officers and stewards representing employees under this contract and with the names of Union members in good standing covered by this Agreement.

C. Union Membership/Non-membership - It is the right of each employee to join or refrain from joining the employee organization of their choice. Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status,

Section 2: City Bargaining Agent

The Union recognizes the City Manager or designee as the exclusive bargaining agent for the City.

Section 3: Governing Agreement

The employees, the Union and the City agree that their conduct and relationship shall be governed by the terms of this Agreement not in conflict with federal, Nevada, and local law.

Section 4: Definition of Employee

Whenever used in this Agreement, the term "employee" shall mean those persons having a regular full time, regular part-time, or temporary appointment to the work force of the City in the designated classifications listed in Exhibit A.

- A. New Hire Probationary Employees** - All new hires shall be subject to a probationary period of one (1) year. Probationary employees may receive feedback from their supervisor relative to their overall job performance prior to or at six months of employment. There will be no extension of probation except in cases where the Union and the City agree. The discipline or non-discriminatory discharge of a probationary employee shall not be deemed a breach of the collective bargaining agreement or subject to Article 6, Grievance Procedure.
- B. Temporary Employees** - Temporary employees are persons hired by the City to work full-time hours for a period not to exceed nine hundred thirty-five (935) hours per fiscal year. At the end of this time, the position shall remain vacant until permanently filled in accordance with Article 7, Section 2. Such personnel shall acquire no rights under the contract. The City agrees they will not use temporary employees to avoid filling full time vacancies.
- C. Regular Part-time Employees** - Regular part-time personnel are persons selected from an eligible list who work up to eighteen (18) hours every week. Such personnel shall acquire no rights under the contract. The City agrees they will not use part-time employees to avoid filling full time vacancies.

Section 5: Resignation

Any employee who resigns shall submit their resignation in writing to the Human Resources Director or designee including an effective date at least two (2) weeks in advance. Employees are encouraged to provide more notice if possible. However, if the employee does not render good and satisfactory service according to the Standards of Conduct during the notice period. The City reserves the right to determine an earlier date of separation without pay. The City Manager, with the recommendation of the Director of Human Resources, may shorten or waive the notice period. If the period is shortened at the City's request, City shall pay up to the full two (2) week period and the employee shall be deemed to have continued their employment for the two (2) weeks for purposes of all benefits provided under this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS AND EMPLOYEE DISCIPLINE

Section 1: Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including, but not limited to, the services performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, services and materials to be purchased, contract and subcontract, the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for

cause, and to maintain efficiency of employees are the sole and exclusive rights and responsibilities of the City.

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. Pursuant to the City's right to establish reasonable rules, the City and the Union agree to the Standards of Conduct as set forth in City policy.

Section 2: Non-Mandatory Subjects

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

Section 3: Discipline, Discharge and Resignation

Once probation is successfully completed, an employee may be subject to discipline for just cause. The City agrees to utilize progressive discipline in its efforts to change and correct employee behavior. The steps of progressive discipline are defined below and it is understood and agreed to by the parties that the gravity of the transgression may support discipline in a non-progressive manner, up to and including the termination of employment. The City manages employee behavior in the general areas of work performance, conduct and attendance. While each area is not expected to have separate and distinct progressive disciplinary tracks, it is also acknowledged that all three employee behavior areas will not be part of a single progressive disciplinary track.

A. Forms of Discipline:

1. Oral Reprimand (documented)
2. Written Reprimand
3. Suspension without pay
4. Final suspension without pay
5. Permanent separation

The employee will be given a copy of all documented discipline and will be required to sign the disciplinary action notice. The disciplinary action notice shall advise that the employee's signature does not denote agreement with the contents of the notice but merely signifies that the employee has been given the disciplinary action notice. There may be circumstances where the demotion of an employee into a lower paid classification is an appropriate form of discipline.

Should an employee be subject to discipline and have active progressive discipline, the City agrees to repeat the most recent step of discipline if one (1) year has elapsed since the last discipline was issued.

In those cases, where the Human Resources Department perceives a significant hazard to the public or other workers in keeping the employee on the job, an employee may be placed on administrative leave with pay. Employees may be placed on unpaid administrative leave if they are subject to a criminal complaint involving a crime concerning theft, moral turpitude, gross

misdemeanor or felony. Should the employee be exonerated of the specific charges, they would be made whole by the City for lost wages and benefits for a period not to exceed one (1) year and returned to active work status.

While the City uses various business forms in the workplace, only those forms in this section listed as "forms of discipline" Items 1 - 5 shall be considered discipline for the employees personnel file.

Coaching and counseling sessions between employees and their supervisors are not forms of discipline and may be documented in the supervisor's employee file.

B. Removal of Discipline - Discipline at the Oral Reprimand or Written Reprimand level older than one (1) calendar year may be removed from the employee's personnel file upon request by the employee in writing to the City. Removal of documentation of discipline from an employee's personnel file requires that the employee not have additional discipline during the immediately preceding one (1) year period. Any discipline at the Oral Reprimand or Written Reprimand level older than one (1) calendar year from the date of issuance may not be relied on for additional disciplinary action. However, in the event the discipline is arbitrated, the arbitrator shall consider the employee's entire record. The arbitrator will determine the appropriate weight of such evidence.

1. It is acknowledged by the parties that foundational steps of progressive discipline are not eligible to be removed from the employee's personnel file after the one (1) year period defined above, if there remains active (less than one (1) year old), more severe related progressive disciplinary documentation in the employee's file.

C. Discipline at the Suspension or Final Suspension levels older than two (2) calendar years may be removed from the employee's personnel file upon request by the employee in writing to the City. Removal of documentation of discipline from an employee's personnel file requires that the employee not have additional discipline during the immediately preceding two (2) year period. Any discipline older than two (2) calendar years from the date of issuance may not be relied on for additional disciplinary action. However, in the event the discipline is arbitrated, the arbitrator shall consider the employee's entire record. The arbitrator will determine the appropriate weight of such evidence.

1. It is acknowledged by the parties that foundational steps of progressive discipline are not eligible to be removed from the employee's personnel file after the two (2) year period defined above, if there remains active (less than two (2) years old), more severe related progressive disciplinary documentation in the employee's file.

D. Investigations - All employees shall be entitled to an investigation conducted by the City before a disciplinary hearing is scheduled. The investigation will be performed by the respective department and shall be supervised by the Human Resources Director or designee. In the Police Department, Internal Affairs will not perform Teamster investigations except in criminal matters. Supervisors in the Police Department employee's chain of command may perform investigations. The investigation will be conducted within twenty-one (21) calendar days of the event, or when the City should have gained reasonable knowledge of the event, which may lead to a disciplinary hearing. When the City begins an investigation, led by the Human Resources

Department, the City will notify the employee and the Union in writing within three (3) calendar days of commencement of the investigation with the date of the incident and the specific allegations being investigated. After notifying the employee, the City and employee will arrange a date and time for the initial interview. Investigative interviews may be conducted by the employee's supervisor and will be supervised by the Human Resources Department. The employee and/or their representative may participate in the investigative interview. Should the need arise, and the Human Resources Department requests such in writing, the Union will grant an extension of time for the Human Resources Department to conduct additional research.

E. Hearing - Prior to imposing discipline which involves demotion, suspension and/or permanent separation, the employee shall be entitled to a hearing conducted by the Human Resources Department in accordance with the following:

1. Except when an extension is requested, the hearing will be noticed within twenty-one (21) calendar days of the event, or when the City should have gained reasonable knowledge of the event that may lead to a disciplinary hearing. Should the need arise, the Union will grant an extension of time for the Human Resources Department to conduct a hearing. If no extension of time is requested and the City fails to proceed to a hearing in a time frame outlined above, then no formal disciplinary action may be taken against the employee.
2. Employee and Union shall receive written notice of the hearing and the charges with reasonably sufficient detail and supporting documentation no less than seven (7) calendar days prior to the hearing. Should the need arise, the City will grant the Union time to do additional research.
3. Employees and their representative shall have the opportunity to present their side of the story (orally or in writing at the employee's option).
4. At the hearing, the employee will advise the Human Resources Department of the method for sending the Notice of Decision.
5. A written decision shall be rendered within twenty-one (21) calendar days following the hearing. A decision shall be rendered and submitted to the Union and the employee in the method designated by the employee and shall become effective upon the date the City sends the written decision.

F. Appeal - The disciplinary hearing decision may be appealed by the employee in accordance with Article 6 - Grievance Procedure.

ARTICLE 3

UNION RIGHTS

Section 1: Shop Stewards

For each department of the City, the Union may designate and the City will recognize shop stewards to serve as the Union's agent in the representation of employees up to the Department Director level after which all dealings will be turned over to the Chief Shop Steward or Union

Business Agent for resolution. The City shall not be required to recognize any employee as a shop steward unless the Union has informed the City, in writing, of the employee's name and the department for which the employee has been designated as shop steward.

A. Labor Relations Liaison/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 this resource. Future vacancies for this position will be posted per the provisions of Article 7 of this Agreement, and the results and supporting documentation provided by interested candidates will be forwarded to Local 14. The Executive Board of Local 14 will review and assess the skills and abilities of interested individuals. The Secretary/Treasurer of the Teamsters Local 14, or his designee, will meet and confer with the City Manager or designee, and the Director of Human Resources to discuss the finalist being considered for the CSS position assignment. 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 Administrative Agreement, and be compensated at the top step of the highest grade in that agreement, without longevity, should the CSS be otherwise eligible for such. The CSS will be responsible to manage their schedule and daily activities, and will continue to follow vacation and sick leave requests, approval, usage policies and complete job responsibilities detailed in the job description that has been created consistent with the provisions of Article 7 Section 1 and previously approved by the City and Union.

B. The City and Teamsters agree to the following terms regarding the position of Labor Relations Liaison/Chief Shop Steward ("LRL/CSS"):

1. The City agrees to continue to provide the LRL/CSS 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.
2. Should the CSS assignment end for the incumbent, they will be returned to their former classification at the Grade and Step they would be if they had not left that position. If the specific position is not available, the employee would be placed in a position of equal grade and wage rate.
3. All other provisions of the Teamsters Collective Bargaining Agreement(s) as well as NRS 288 shall remain in force and full effect.

C. Compensation of Shop Stewards While Engaged in Union Activity - Except as specifically provided a shop steward shall not receive additional compensation from the City for duties as a shop steward. For the purpose of investigating and presenting a grievance under the grievance procedure set forth in Article 6 of this Agreement, a shop steward may, with the prior permission of their immediate supervisor, meet with an employee during working hours provided it does not interfere with the employee's or steward's work assignment. The City will pay such shop steward, at the straight time rate of pay for such shop steward's designated job classification, for scheduled work hours lost in investigation and presentation of a grievance.

D. Union Leave: The Union will be afforded three hundred and sixty (360) hours of paid union leave each calendar year, to be made available for shop stewards covered by the three collective bargaining agreements between the City and the Union to conduct Union

business. These hours will be utilized for Teamsters-specific training, developmental conferences, legislative activity or any activity mutually agreeable between the Human Resources Director and the Secretary-Treasurer of Local 14. Any unused hours each year will expire on December 31st each year. All Requests for union leave will be made by the Secretary-Treasurer or his designee to the Director of Human Resources and the employee's supervisor. Unless there is a clear emergency situation, the Union will provide the City's Human Resources Director and the employee supervisor a minimum ten (10) calendar day's written notice of this request. Union leave will be approved subject to business necessity and available personnel. The City shall not be obligated to pay union leave for time the employee was not scheduled to work.

Section 2: Distribution of Union Literature

The Union may post informational notices on existing bulletin boards provided by the City for that purpose and the Chief Shop Steward may use the City's e-mail network. Such notices shall be received by the Director of Human Resources. Such notices must first be authorized by the Business Agent, the Secretary-Treasurer, or the Chief Shop Steward of the Union.

Section 3: Union Visitation

The Secretary-Treasurer, Business Agent or Chief Shop Steward of the Union as representatives of the Union shall be given authority to enter the premises of the City during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement and to post informational or e-mail notices relative to Union activities. Whenever possible, the Secretary-Treasurer or Business Agent shall notify the Director of Human Resources or their office prior to entering the premises. It is agreed that the Union representative shall conduct themselves so as not to interfere with efficient operations of the City.

Section 4: Union Negotiations Representatives

The City agrees to allow a maximum of five (5) employee representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time. To ensure a five (5) member Union bargaining panel, the Union shall designate two (2) alternate employee representatives to serve on an as needed basis. If for any reason, additional employees are needed for informational purposes, upon agreement by the joint bargaining committee, said employee will be called in to the meeting without loss of pay. The joint committee shall determine what expertise is necessary. The City shall not be obligated to pay employee representatives for time the employee was not scheduled to work or for overtime if bargaining occurs beyond normal work hours.

Section 5: Right to Representation

Guarantees the right of employees to the presence of a representative (shop steward, business agent, or peer), if requested, and if the employee has reasonable grounds to fear that the interview or written statement could lead to disciplinary action. The right arises only in situations where the employee requests representation. The employee's right to request representation as a condition of participation in an interview or written statement, is limited to situations where the employee reasonably believes the investigation will result in disciplinary action. Exercise of the

right may not interfere with legitimate employer prerogatives. The representative must not otherwise be connected to, or the subject of, the same investigation.

ARTICLE 4

STRIKES AND WORK ACTIONS

Section 1: No Strikes

The parties acknowledge their statutory legal obligations in NRS 288.230 - 288.260, and further agree that they will not cause, permit or authorize a strike, sit down, slow down or any work stoppage or limitation of service during the term of this Agreement. Any employee who ceases work to engage in an unauthorized work stoppage may be discharged or otherwise disciplined by the City. The City agrees not to lock out any employees.

Section 2: Employee Rights

Unless otherwise prohibited by federal or Nevada law, employees shall not be required to:

- A. Enter upon any property involved in a lawful primary labor dispute under circumstances where entrance to such property will necessitate crossing of a lawfully constituted picket line sanctioned by the Union or,
- B. Work in riots or civil disorders, unless necessary to provide emergency or essential services in a City Manager declared emergency. Police or equivalent protection shall be afforded if an unreasonable risk of injury is present.

ARTICLE 5

CHECKOFF

Section 1: Union Dues and Initiation Fees

The City agrees to deduct Union dues and initiation fees from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card for the amount certified in writing to the City by the Union as the current rate of membership dues. The City will deduct two and one-quarter (2 ¼) hours of pay as union dues each month at the employee's base hourly rate in effect for the 1st paycheck of each month. 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: Fund Remittance

Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

Section 3: Deduction Controversy

Should any controversy arise regarding such deductions, the Union will hold the City harmless from any liability incurred by the City which is directly or indirectly related to such controversy by virtue of the wrongful application or misapplication of the check-off clause.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance

A grievance is a dispute between the Union and the City involving the interpretation or application of this Agreement. Resolution of disputes relating to interpretation or application of this collective bargaining agreement shall be settled in accordance with the terms of this Article. The procedures set forth in this Article shall be the exclusive remedy for any such dispute.

Section 2: Procedural Steps

The processes for resolving grievances are:

Informal Discussion with Immediate Supervisor or Manager - Not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the employee should have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with their immediate supervisor or manager. If no immediate supervisor or manager is available, the request should be made to the next level of authority. The supervisor, manager or next level of authority shall respond orally to the employee no later than fourteen (14) calendar days thereafter. The employee may request a union representative be in attendance at the meeting. If the grievance is not settled during the informal discussion, it may proceed to Step 1.

Step 1- Written Grievance to Department Director or designee - If the grievance is not settled at the informal discussion with the supervisor or manager, the Union representative, at the request of the employee, no later than fourteen (14) calendar days after the informal discussion may present the written grievance to the Department Director or designee and send an electronic copy to Human Resources. If necessary, Human Resources may facilitate a meeting between the Union, employee, and Department to help resolve the grievance. The Department Director/designee, or Human Resources shall respond in writing to the grievance within fourteen (14) calendar days of its receipt. If the grievance is not resolved at this level, it may proceed to Step 2.

Step 2 - Written Grievance to Director of Human Resources - If the grievance is not settled at Step 1, the Union representative, no later than fourteen (14) calendar days after receipt of the Department Director's written answer, may present the written grievance to the Director of Human Resources. No later than fourteen (14) calendar days after receipt of said written grievance, the Director of Human Resources shall meet with the employee and the Union representative. The Union shall present all evidence that is reasonably known to it so that the grievance can be fully reviewed and properly acted upon. The Director of Human Resources shall give a written answer to the grievance within fourteen (14) calendar days after such meeting, which answer shall be

final and binding on the employee, the Union and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth below.

Step 3 - Arbitration - Any grievance, as defined in this Article, that has been properly and timely processed through the grievance procedure but has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the City's written answer at Step 2 of the grievance procedure, shall constitute a waiver of the Union's right to appeal to arbitration, and the City's written answer at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the City and the Union.

A. Selection of Arbitrator - No later than seven (7) calendar days after serving the City with the written intent to appeal a grievance to arbitration, the City and the Union shall attempt to select an arbitrator mutually agreed upon from seven (7) names supplied by the Federal Mediation and Conciliation Services. Each party will strike a name from the list, alternating who strikes first. The City and the Union must agree upon an arbitrator or strike names from the list within fourteen (14) calendar days from receipt of the list. If the Union does not choose an arbitrator within the fourteen (14) days, the Union will be deemed to have waived its right to arbitrate the grievance, unless the City agrees, in writing, to extend the period to contact the arbitrator.

B. Arbitrator's Jurisdiction - The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the City and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the City.

C. Fees and Expenses of Arbitrator - All fees and expenses of the court reporter, original transcript and hearing room shall be equally borne by the City and the Union. The cost of the court reporter shall be borne by the party ordering a court reporter; provided, however, if both parties seek a transcript, then the cost of the court reporter shall be borne equally by the parties. The arbitrator's fees will be borne by the losing party and the parties will direct the arbitrator to identify the prevailing party.

Section 3: Time Limitations

The time limitations set forth in this Article 6 and/or mutually agreed upon time extensions in writing are of the essence of this Agreement. No grievance shall be accepted by the City unless it is submitted or appealed within the time limits set forth in Section 2 of this Article. If the grievance is not timely submitted in Steps 1 through 2, and no extension is requested by the Union, it shall be deemed waived and considered a non-issue. If the City fails to answer within the time limits set forth in Section 2 of this Article, the grievance shall automatically proceed to the next step.

ARTICLE 7

JOB CLASSIFICATIONS AND PROMOTION PROCESS

Section 1: Definition of "Designated Job Classification"

The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall so remain. Should an employee move to another designated job classification in accordance with the procedures set forth in this Agreement, that job classification shall become the employee's designated job classification.

A. All new position classifications within the bargaining unit shall be determined by the City. The City shall notify the Union in writing, fourteen (14) calendar days prior to its intention to establish the new classification by providing a draft of the proposed job description. With respect to new position classifications, the City agrees to consider the Union's comments and suggested modifications to the position classification.

B. Should the Union wish to bargain over the proposed wage rates for newly established positions, and wage rates and/or job content to existing classifications, it shall so advise the City within fourteen (14) calendar days of receipt of the final draft of the proposed wage rates or modifications and the parties shall schedule bargaining. If agreement is not reached relative to proposed modifications to existing job classifications or wage rate, the parties may utilize their rights and remedies under NRS 288.190, 288.200 and this contract.

C. Within six (6) months of ratification of this Collective Bargaining Agreement, the City, in coordination with the union, will begin to evaluate Teamsters classifications for the purpose of ensuring the accuracy of each positions essential functions and examination of competitive compensation levels, and make recommendations to the City Manager.

Section 2: Order of Filling Vacant Positions

If the City determines to fill a position within the bargaining unit, the City shall fill that position in the following order:

1. Recall per Article 8 Section 5 E. or placement through the provisions of Section 7 of this Article;
2. Competitive bidding by all three Teamsters bargaining units. Employees in the same classification as the posted vacancy working in a different department within the City are free to pursue the posted position through this process and no preference will be given to such candidates.
3. All other city employees and, and from the open competitive list of external candidates.

Section 3: Posting and Bidding

If the City determines to fill a job within the bargaining unit or Human Resources opens recruitment for a position, the City will send an email to employees identifying such position(s),

and identify the position(s) as internal only, external only, or both internal/external. Posting will occur prior to 12:00 p.m. Monday through Thursday and shall remain open for two (2) weeks, expiring at 6:00 p.m. fourteen days later. Subject to the provisions of Section 2, any employee may submit a request for transfer or bid for the job by completing an application within the City's on-line Applicant Tracking System (ATS). The City shall not be required to post a notice of vacancy for a designated job classification more than once every one hundred twenty (120) days from date of posting unless the previous posting list of internal candidates has been exhausted. In this case, the City will complete an internal posting prior to considering external candidates. Any bid submitted within a posting period shall remain valid for one hundred twenty (120) days from date the bid was submitted.

Section 4: Restrictions on Bidding

Probationary employees shall not be considered for posted job openings. Employees who have been reclassified or promoted as a result of a job bid and award may not bid for another job until the employee has completed their qualifying period. These provisions may be waived through mutual agreement of the parties.

Section 5: Qualifications/Testing

In accordance with Article 2, Section 1, the City has the sole right to determine qualifications provided it shall be done fairly and in good faith. Qualification assessments for those who have initially met the posted minimum qualifications may include, but not be limited to: written, oral interviews, performance tests, application and submitted document review, personnel file review, or any combination of the aforementioned at the sole discretion of the City. The assessment process will be conducted in the order outlined in Article 7, Section 2.

The City will follow the applicable testing requirements for vertical promotions in NRS Chapter 268, as amended by Section 8 of Senate Bill 327 (2021), and any future requirements as amended during the term of the contract.

The City, when posting a position, will define the weight and the passing score for each position of the qualification assessment process. At the employee's request, the City will provide an explanation to the employee as to why they were not awarded a position and what they can do to improve their future opportunities. Employees who are not awarded the positions may not re-apply for the same position during the same recruitment as identified by the specific vacancy identifier in the City's Applicant Tracking System.

Section 6: Selection

From among employees who successfully pass all qualification assessments, the City will award the job to a qualified employee pursuant to the order of filling vacancies as per Section 2. City seniority will determine ranking if identical scores are achieved.

Section 7: Promotional Qualifying Period

A promotion is a position at a higher level of pay and responsibility. All promotions and changes in designated job classifications shall be subject to a qualifying period of three (3) months, which may be extended by the agreement of the Union and the City. An employee who has been promoted shall be evaluated in writing by their supervisor during their qualifying period.

A. The promoted employee may choose to return to their previous position at their former wage rate within twenty-one (21) calendar days from the date of their promotion and the vacancy will not be filled during this period and the recruitment process for this vacancy may begin immediately upon the employee accepting the promotion.

B. It is understood that an employee currently serving a qualifying period is not eligible to be considered as an applicant for another position within the Teamsters Bargaining Units.

C. Any absence in excess of one (1) full workweek shall automatically extend the qualifying period by a like amount.

D. In the event of an unsuccessful qualifying period, the employee will be placed in a vacancy in their previous classification without loss of seniority. If no vacancy exists in that classification, the employee may be placed in a vacancy for which they are qualified at an equal or lower pay grade. If there is no such vacancy, the employee will be assigned work until the position they vacated due to the unsuccessful qualifying period is subsequently filled. Such an employee's hourly rate will be returned to the rate of pay prior to the promotion to the new position. If the employee has not secured a position and the vacated position has been filled, the Secretary/Treasurer or designee from Teamsters Local 14 and the Human Resources Director or designee will meet to create an appropriate solution.

E. 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 sub-section D above.

F. Any position that has an identified training program for a promoted employee, the 90-day qualifying period begins upon completion of that training program. The classifications that meet these criteria will be mutually agreed to by the City and the Union and this requirement will be included in the job posting.

Section 8: Promotions to Non-Represented Positions:

For any employee who is promoted to a non-represented position whose classification before promotion was covered by this Agreement, the following shall apply:

A. Voluntary Request to Return to Former Position

1. A Teamsters employee may request to return to a position previously held within twenty-one (21) calendar days after being promoted to the non-represented position. If the previously held position is not vacant at the time of transfer, the Teamsters employee may be placed in a vacancy for which they are qualified at an equal or lower pay grade. If there is no such vacancy the Secretary/Treasurer or designee from Teamsters Local 14 and the Human Resources Director or designee will meet to create an appropriate solution.
2. Should the Teamsters Employee not return to the highest level previously held as outlined above, future promotions must be accomplished, as a result, of the

Qualifications and Testing process, when applying for new positions as outlined in this Article.

3. Time spent in the non-represented position will be credited to the Teamsters employee as if the employee had never left their former position, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the former position shall be made in accordance with the City ordinance governing the non-represented position at the time of transfer.

B. Return to Former Position Upon Removal From Non-Represented Position

1. A Teamsters employee terminated for cause shall have no right of return to their former position.
2. A Teamster Employee who is removed from a non-represented position for reasons other than cause shall be returned to their former position in the Teamsters bargaining unit.

ARTICLE 8

SENIORITY

Section 1: Seniority List

No later than the second Monday of each September the City shall post in all departments and provide the Union Secretary-Treasurer, Chief Shop Steward, and Shop Stewards a current seniority list indicating City seniority of the employees covered by this Agreement. Failure to protest employee's seniority date shown on the seniority list within fourteen (14) calendar days shall be considered confirmation of employee's seniority as listed. Seniority shall be applicable only as expressly provided in this Agreement

Section 2: Seniority Computation

City seniority shall be computed as follows:

A. City seniority is continuous service, not broken by dismissal or resignation, commencing from the date of hire as a regular full-time employee. City seniority shall apply in all cases of choice, such as, but not limited to: shift bids and vacation. For the Police Department only, shift bids shall be done by classification seniority which shall commence with the first day of work within the classification.

B. If two (2) or more persons are hired into full-time status by the City on the same date, an alphabetical ranking of the employee's last name will be the tie breaker from A through Z.

C. Upon satisfactory completion of the probationary period, the employee shall be placed on the seniority list retroactive to the date of hire.

D. A break in continuous service due to any layoff, period of unpaid leave, not protected by law or any other provision of the Agreement, or suspension without pay in excess of forty-five (45) consecutive calendar days shall not be counted in seniority calculations and the employee's service dates shall be adjusted accordingly.

Section 3: Scheduling Leave

City seniority shall prevail in scheduling annual and holiday leave subject to availability as determined by the Department Director.

Section 4: Termination Seniority

An employee's seniority shall be terminated and their rights under this Agreement forfeited for the following reasons:

- A. Discharge, retirement, resignation, failure to return from an authorized leave, or abandonment of post;
- B. Failure to give notice intent to return to work after recall within the time period specified in Article 8, Section 6 of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; or
- C. Layoff from full-time employment with the City for a period of twenty-four (24) months or the length of employment with the City, whichever is the shorter length of time.

Section 5: Reduction in Force and Layoff Protocols

A Reduction in Force (RIF) and the manner in which it is executed applies to all Teamster represented positions covered by the three (3) collective bargaining agreements between the City and the Union. 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 as defined in this Article within those bargaining units.

City of North Las Vegas employees working outside these bargaining units have no seniority rights to return to a previously held position within these Agreement(s).

A. A RIF may take place upon City Manager directive and is defined as an involuntary elimination of an employee's position within their current classification due to a management restructuring of its operations.

1. The City may eliminate a position at any time.
2. Notice of at least thirty (30) calendar days will be given to employees whose positions are reduced through a RIF. In lieu of notice, an equivalent amount of salary, based on the employee's regular work schedule and classification, will be paid to the employee. This includes both a reduction in pay through placement in a lower paying position and the layoff of the employee.

B. Displacement and bumping protocols will occur in the following order:

1. Once a position within a classification has been identified for elimination within a department, all temporary and regular part-time employees in that classification will be displaced first. Employees that are serving their probationary period in that classification will be displaced next. Finally, the least senior regular employee in that position within the department will be displaced. Employees assigned to the Police Department will be subject to an updated background check.

2. The displaced employee will, in turn, displace ("bump") the least senior employee in the classification working in another department. If there are multiple reductions in the same classification, the employees being initially impacted will be listed in seniority order and the most senior employee will select from the available positions and the process will continue until each of the displaced employees has been placed in an active position within the classification (i.e., there are three (3) reductions in a department. The most senior of the three will choose from the positions held by the three least senior employees in the classification in other departments, and the process continues until the three employees have been placed in new positions or move to the next step in the displacement process.).

3. If there are no other positions within the classification, the regular employee whose position has been reduced will bump the least senior employee in any equal or lower paying position previously held by that regular employee. It is understood that previously held positions that have subsequently been modified in scope and/or job title will qualify for bumping unless the previously held position has been eliminated.

4. An employee who has been displaced as a result of this procedure will have the same rights under this section as the employee whose position was initially eliminated.

5. Employee(s) who exercise their seniority rights to return to a previously held position through the displacement process will be paid at the Step in the wage schedule they held when they left that position and be given credit for previous time spent at that Step of the wage schedule for future Step increase consideration.

6. An employee with seniority rights to a previously held position(s) may waive this right in writing and volunteer for layoff. The employee would be placed on the Return from Layoff Eligibility List and subject to recall to vacancies in that classification and per Section 5 of this Article. The City acknowledges that this action by the employee stops the displacement process and will not contest the employee's filing for unemployment benefits.

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. If the Human Resources Director or designee determines that there are no placement options, they will meet with the Chief Shop Steward and review their analysis prior to an involuntary layoff.

C. 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 when future vacancies occur in that classification, they will be recalled to that classification by City seniority. The employee may be subject to a training period of thirty (30) calendar days. Should the employee be unable to safely and effectively perform the work of this classification, the Human Resources Director or designee, and the Principal Officer of the Union or designee will meet to discuss potential options that are beneficial to the parties and the employee.

1. The change to the employee's rate of pay will occur at the beginning of the first (1st) full pay period after being placed in the previously held position.

2. If an employee is offered a position in their former classification and decline that offer in writing, they agree waive all recall to former classification rights and can only return to that classification through the filling of vacancies language in Article 7 of this Agreement.

D. Involuntary Layoff Process: When the displacement process is completed and it becomes necessary to lay off employees, the following procedures shall apply:

1. All temporary and regular part-time employees will be laid off first. Employees that are serving their one (1) year probationary status within the classification that is to be reduced shall be laid off next; then regular employees without recourse through the displacement process.

E. Recall from Layoff Process: All employees who have been subject to an involuntary layoff will be placed on a Recall from Layoff Eligibility List for all Teamsters' represented classifications within the City. Employees will remain on the Recall from Layoff Eligibility List for a period of twenty-four (24) months.

1. The Recall from Layoff Eligibility List will have precedence over all other Eligibility Lists.

2. Laid off employees on Recall from Layoff Eligibility Lists will be considered eligible for in-house recruitment within the City for a period of twenty-four (24) months. Such employees will be recalled in the reverse order of layoff.

3. 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 one (1) year probationary period. If rehired before that timeframe, they will be given previous credit towards the completion of their probationary period. Employees laid off for six (6) months or more will be subject to a background check.

4. If more than one employee is placed on the Recall from Layoff Eligibility List, the employees will be ranked by City seniority. The employee with the most City seniority will be the first considered for subsequent vacancies.

5. An employee who is placed in a position they have not previously held from the Recall from Layoff Eligibility List will be required to serve a one (1) year

probationary 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 the Recall from Layoff Eligibility List will be required to serve a ninety (90) calendar day qualifying period once the Human Resources Director or designee certifies the employee's qualifications. The returning employee would be paid at the step of the wage schedule that is closest to the wage in the employee's previously held position.

6. City seniority does not accrue during the period of layoff. If recalled before the expiration of the Layoff Eligibility List, 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 provisions of this section, and is subsequently rehired, they would be considered a new hire for City seniority and benefit purposes.

7. Upon acceptance of a position, the employee's name will be removed from the Reduction in Force Eligibility List, and reactivated on the Return to Former Classification List, with the new seniority date, if applicable.

Section 6: Recall from Layoff Notification

Employees who have been subject to an involuntary layoff will be provided notice of recall through certified mail, return receipt requested, to their last known mailing address of record. Employees are responsible for providing the City with their current mailing address. If the laid off employee does not respond to the City within seven (7) calendar days of the attempt to deliver the recall notice, they waive all reinstatement privileges and would be considered a voluntary resignation. The City will make a good faith effort to accommodate the employee's actual return to work date, recognizing the potential for resignation notice and relocation requirements.

ARTICLE 9

WAGES

Section 1: Employee Compensation

The following sections define Employee compensation and pay parameters.

A. Straight Time Rate of Pay - Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for their designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement.

B. Annual Wage Computation - The annual wage for each designated job classification shall be computed on 1,872 hours per year and assigned to the appropriate hourly salary schedule.

C. Payday - Payday shall be bi-weekly and in no case shall more than one (1) week's pay be held back from an employee by the City. On payday, 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.

D. Base Wage Increase - Annual base salaries shall increase in accordance with the following schedule:

1. On the pay period that includes July 1, 2021, all employees shall be paid a two and three-quarter percent (2.75%) increase to salary schedules.
2. On the pay period that includes July 1, 2022, salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The salary adjustment will not exceed 3.00%, nor be less than 2.00%. For example, if the percentage increase per the CPI index is 1.50%, the salary schedules will be increased by 2.00%. If the percentage increase per the CPI index is 3.50%, the salary schedules will be increased by 3.00%. Subject to provisions of NRS 288.
3. On the pay period that includes July 1, 2023, salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The salary adjustment will not exceed 3.00%, nor be less than 2.00%. For example, if the percentage increase per the CPI index is 1.50%, the salary schedules will be increased by 2.00%. If the percentage increase per the CPI index is 3.50%, the salary schedules will be increased by 3.00%. Subject to provisions of NRS 288.
4. Within two pay periods following ratification, all active employees will be paid a one-time lump sum distribution of \$2,500.

E. No Duplication or Pyramiding of Overtime and Other Premium Pay - For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, they shall be paid in accordance with that pay formula set forth in this Agreement which entitles them to the greatest amount of compensation, but they shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision in this agreement.

Section 2: Wage Schedule

The wage schedule is included in this Agreement as Exhibit B.

Following ratification of this Collective Bargaining Agreement, all employees in Step Twelve (12) will receive an additional 3% base wage increase.

No later than two pay periods following ratification of this agreement, an eleven (11) step pay, time in grade, wage schedule will be implemented by deleting step 1 of the current 12 step wage scale and renumbering steps 2-12 as steps 1-11. Incumbent employees will be moved into the wage schedule at the beginning of that pay period. The new wage schedule will be

approved by both parties and published on CityNet no later than two pay periods following ratification.

On the pay period that includes July 1, 2022, a ten (10) step pay, time in grade, wage schedule will be implemented by deleting step 1 of the current 11 step wage scale and renumbering steps 1-11 as steps 1-10. Incumbent employees will be moved into the wage schedule at the beginning of that pay period. The new wage schedule will be approved by both parties and published on CityNet no later than May 1, 2022.

On the pay period that includes July 1, 2023, a nine (9) step pay, time in grade, wage schedule will be implemented by deleting step 1 of the current 10 step wage scale and renumbering steps 1-10 as steps 1-9. Incumbent employees will be moved into the wage schedule at the beginning of that pay period. The new wage schedule will be approved by both parties and published on CityNet no later than May 1, 2023.

A. Administration of the Wage Schedule(s) - The administration of the wage schedule(s) will be as follows:

1. **Step Increase Anniversary Date** - The anniversary date will be the date of hire as a regular full-time employee. Step increases occur each year on that date unless the step increase anniversary date is modified by promotion, demotion, reduction in force or any other provision within this Agreement.
2. **Promotional or Reclassification Date** - The date an Employee is promoted or reclassified to a higher paid position in the wage schedule.

(a) Same Grade Reclassification – Should an employee bid to be reclassified or transfer into a different classification within the same grade of the wage schedule, they will retain their current Step Increase Anniversary Date established when they entered their current Grade.

3. **Promotional or Reclassification Increase** - An Employee promoted or reclassified per 2 above, will be placed at the Step in the wage schedule that provides a minimum of a five percent (5%) base pay increase or to the first (1st) Step in the wage schedule, whichever is higher, and remain at that wage until their next Promotional or Reclassification step increase anniversary date one year later. This will apply with each promotion or reclassification regardless of when the last promotion or reclassification occurred.
4. **Voluntary Demotion** - Should an employee successfully bid to a lower grade position in the wage schedule, they would be placed at the step that includes their current hourly rate, even if that results in an increase in that hourly rate. The employee establishes a new anniversary date for step increases with this successful bid.

(a) Disciplinary Demotion – Should an employee be demoted into a lower Grade due to discipline as defined in Article 2, they will be placed in the same Step of the lower Grade as the Step they were at

before the demotion. The employee establishes a new Step Increase Anniversary Date when placed in the lower grade.

5. **Step Increases** - Employees subject to Exhibit B will receive their annual Step Increase in the pay period that includes the applicable anniversary date and will receive that increase for the entire pay period. The same applies to Step Increases on the Promotional or Reclassification anniversary date.
6. **Evaluations** - All employees should receive an annual written performance evaluation within 30 days of the employee's anniversary, promotional or reclassification date.

Section 3: Overtime Compensation

Overtime Rate of Pay - Overtime rates shall be paid for employees at one and one-half (1-1/2) times the employee's regular hourly wage rate for all hours:

1. Worked beyond nine (9) in a day, or
2. Worked beyond thirty-six (36) in a week

A. Overtime Distribution - Subject to the provisions of this Section, the City shall determine when overtime will be worked. Overtime will be distributed as equally as possible on a rotating basis among those employees who are qualified and have the ability to perform the available work without training provided the City utilizes employees within the same classification and department/division first. Supervisors shall maintain a list of overtime distribution based on a twelve (12) month calendar year of January to December. The overtime distribution list shall be posted on department bulletin boards. Employees who decline an offer of overtime shall be treated as they had been offered and worked such overtime when tracking overtime opportunities. Should no eligible employee want the overtime and the City requires the work be performed, the least senior employee shall be assigned and then moving backwards up the seniority list until it reaches the most senior person, then outside classification when appropriate. In a situation wherein the City receives notice of absence one hour or less prior to shift, the City reserves the right to use an employee from the available work force who is qualified to perform such work.

B. Overtime on Scheduled Day Off - Should an employee be required to work on a scheduled day off, the employee will be scheduled for not less than four (4) hours of work.

C. Overtime on a Holiday - If a holiday falls on a day an employee normally works, and if the City needs that employee's job performed on that date, the employee will be assigned to work that day, and those overtime hours will not be counted as a portion of the overtime hours to be distributed as equally as possible.

D. Excused from Overtime - An employee may request to be excused from overtime by notifying their supervisor at the beginning of the shift. This request will be granted unless no other suitable employee is available to replace them, or an emergency exists which demands their presence.

1. **Not Excused from Overtime** - An employee not excused by the City from performing assigned overtime who fails to report for such overtime will be subject to appropriate discipline.

E. Time Paid - All time paid, whether worked or not, shall be considered time worked for purposes of overtime. For all hours compensated in excess of thirty-six (36) hours in a workweek and beyond nine (9) in a day, an employee shall be paid one and one-half (1.5) times their average straight time hourly wage of pay.

1. **Exception:** In order to be eligible for overtime, an employee must not have used sick leave on their assigned shift preceding the need and/or offer of overtime, unless mandated to work overtime.

Section 4: Call Back Pay

Call back pay shall be limited to an employee who is ordered to return to duty following the end of their normal work shift, and has been provided less than a 12-hour notification.

A. Call Back Pay Rate - Call back pay begins at the time the employee answers the call with preparation and travel time to the workplace or job site limited to thirty (30) minutes. For each call back, the employee shall be paid a minimum of two (2) hours wages at the applicable rate. Call back pay shall cease at the beginning of the regular shift. All time in excess of the two (2) hours will be paid in accordance with **Section 3: Overtime Compensation**. The original call shall be considered completed after the employee has completed their work and returned to the workplace unless their Supervisor has assigned additional work. Additional hours will not be treated as a separate call back if such call is received while the employee is in the minimum overtime period defined above. Call back work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, or in the case of holidays, at two (2) times the employee's regular rate of pay, in addition to any other compensation received.

B. Call Back Pay: Phone - In situations where an employee is contacted after regular work hours or on weekends and is able to remedy the situation at hand remotely and is not required to report to work, they will receive one (1) hour of call-back pay at one and one-half (1-1/2) times the employee's regular rate of pay. Should the employee receive additional calls within an hour from the original call, there would be no additional compensation. Should the employee receive an additional call after one hour from the original call, they would be entitled to another hour of call back - phone. This practice would repeat itself for any hour the employee is contacted after hours and remedies the situation remotely.

C. Reporting Less Than Two Hours Before Shift - If an employee is called to report less than two (2) hours before their regular shift, the employee will be paid time and one-half (1-1/2) their regular rate for all hours worked before the start of their regular shift.

Section 5: Recuperation Time

An employee required to work call out or scheduled overtime within the nine (9) hour period immediately preceding the employee's regular scheduled starting time shall be entitled to be paid time off from their regular shift as a recuperation period. Such time shall be equal to the

time worked on the call out and shall be paid at the employee's straight time hourly rate. However, this section is not applicable to call out or scheduled overtime which commences within the three (3) hour period immediately preceding the employee's regular start time.

A. The employee may choose to take recuperation time before beginning their shift or at the end of their normal shift after obtaining approval from their supervisor or manager.

Section 6: Standby Pay

Employees required by their supervisor to stand by shall be compensated as follows:

A. Two dollars (\$2.00) per hour for standby time during the regular scheduled workweek; defined as the end of their normal shift to the beginning of their next shift.

B. Forty-eight dollars (\$48.00) per day for standby time on scheduled days off. Employees on standby shall keep their supervisor or the Police Department notified of their location for emergency call back purposes. For an employee to receive standby pay, they must be able to respond to the job location within one (1) hour and must use a City vehicle, if provided, for the response.

Section 7: Shift and Relief Differential

Employees assigned to swing shift shall receive a shift differential added to base pay of:

A. Employees assigned to swing shift shall receive a shift differential added to base pay of four percent (4%). If a shift is scheduled to begin within two (2) hours of the stated shift time, as defined in Article 10 Section 3, the employee will receive the applicable shift differential.

B. Employees whose shift begins from 6:00 p.m. to 3:30 a.m. will receive graveyard shift differential of six percent (6%).

Section 8: Work Out of Designated Classification

An employee required by their Department Director or supervisor to temporarily assume the responsibilities of an established position of higher designated classification shall be compensated as follows:

A. If the assignment is nine (9) hours or more, such employee shall receive the adjusted pay of five percent (5%) of their regular hourly rate for the time worked outside their designated classification. The employee shall receive a premium of five percent (5%) of their regular hourly rate for out-of-class supervisory/managerial assignments or training as directed by their supervisor for structured training curriculums lasting one (1) week or more. Working out of class assignments will be limited to ninety (90) days and any situations that may warrant an extension of that timeframe will be subject to review by the parties.

B. A supervisor/manager shall not work an employee less time and replace them with another employee for the purpose of not paying the appropriate out-of-class compensation.

C. This Section shall not apply to employees granted or who have requested in writing the opportunity to train and improve their effectiveness in the higher designated classification. Absent a written request for training from an employee, any work out of classification shall be deemed compensable under Subsection A above. Such a written request by an employee shall outline the scope of work to be performed and establish a start and end time for the training not to exceed six (6) months.

D. The supervisor/manager shall make the appropriate notations on the payroll form when an employee works out of designated classification.

E. Temporary work assignments to an established position of lower designated classification shall be compensated to the employee at their regular rate of pay, subject to Section 8 (A) above.

Section 9: Time Limitation

Employees shall not work out of designated classification in an established position for an assignment exceeding sixty (60) consecutive calendar days without the City establishing an eligible list and a permanent appointment being made except when the incumbent is on authorized Family and Medical Leave.

Section 10: Longevity Eligibility

All employees hired on or before June 30, 1997 will receive longevity. Upon completion of seven (7) years after the hire date of an employee, they shall receive an additional three and one-half percent (3-1/2%) of their salary as pay and an additional one-half percent (1/2) each year thereafter until reaching a longevity maximum of ten percent (10%). Only actual paid time shall be credited for longevity purposes.

A. Ineligible Employees – All employees hired after July 1, 1997 or after will not be eligible for longevity pay.

Section 11: Uniforms, Bonds, and Fees

A. Provision and Maintenance of Uniforms - Employees required to wear uniforms shall have four of the assigned uniforms provided to them by the City, with annual replacement of items as needed. The City shall be responsible for costs incurred for replacement uniforms as the result of weight gain/loss one time per year, after which the employee shall be responsible for same. Uniform maintenance shall be the responsibility of the employee except the City will provide a laundry service to employees for their uniform shirts and pants. Employees will be responsible for laundering their jacket, liner or any other item of special clothing purchased and supplied by the City.

B. Provision of Safety Equipment - Safety equipment will be furnished at City expense in accordance with the City's Policy on Protective equipment to ensure standards are met. Should an employee wish to exceed the standard, the difference shall be at employee's expense.

C. Licenses, Bonds and Fees - When the City requires an employee to have a fidelity bond, the premium of said bond shall be paid by the City. Employees officially required

by the City to belong to professional organizations or associations such as Notary Publics or to have professional licenses shall have their fees paid by the city. Employees required to have special driver's licenses and physicals to perform their duties shall have their fees paid by the City.

Section 12: Bilingual Proficiency/Compensation Program

The City shall pay \$1,250 annually, in the first pay period in January, for those employees conversant in a second language. The following criteria must be met to qualify for the annual incentive.

- A. Employees must request to participate in the program and pass a proficiency examination prepared by the City. Management may require re-certification once per calendar year.
- B. The number of certified participants, in any given language, shall be determined by the City.
- C. Employees participating understand that they will be required to use their language skills as part of their job duties within their department and may upon occasion, and with the permission of their supervisor, be called upon to use their language skill to aid other departments within the City.
- D. An employee who speaks multiple languages and is not participating in the program may be required by the City to use their language skills in an emergency situation when no bilingual program participant is available.

ARTICLE 10

HOURS OF WORK

Section 1: Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages.

- A. **Payroll Workweek** - The payroll workweek shall consist of seven (7) days beginning immediately after 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday.
- B. **Regular Workweek** - The regular workweek for full-time employees who work 1,872 hours per annum shall consist of schedules of four (4) consecutive days with three (3) consecutive days off. Exception: this section shall not apply to employees transitioning from one work schedule to a different work schedule as a result of shift-bidding or change in shift as may be permitted under Section 2 of this Article, a bid relief position defined in Article 9 Section 7 (D) (Non-Supervisor Agreement Only), or promotion, or reclassification.
- C. **Workday** - The workday is a period of twenty-four (24) consecutive hours beginning with the start of the shift and ending twenty-four (24) hours later.

D. Regular Workday - The regular workday or shift for full-time employees shall consist of nine (9) consecutive hours a day, excluding the meal period for employees referenced in Article 10, Section 5.A.

Section 2: Identification of Shifts and Schedules

The City shall have the right to establish work schedules and starting times. Furthermore, such schedules may be changed from time to time by the City if conditions materially change but only for the duration of such conditions. Except in emergency situations, the City shall give two (2) weeks' notice of such schedule changes. Should the City fail to provide the required two weeks' notice, the first day of the new shift or schedule will be paid at time and one-half the employee's hourly rate plus shift differential if applicable.

The City shall designate the starting and stopping time of each shift; the meal and rest periods for each shift; and may stagger such times between various departments; and between groups of employees or individuals within a department.

Work schedules include the scheduled days of work in a given workweek. For example, a department has two squads and therefore schedules: Sunday through Wednesday, and Wednesday through Saturday.

Section 3: Shift Generally Defined

Shifts shall be generally defined as follows:

1. Day Shift-commencing 4:00 A.M. through 11:59 A.M.
2. Swing Shift-commencing 12:00 Noon through 5:59 P.M.
3. Graveyard Shift-commencing 6:00 P.M. through 3:59 A.M.

A. Split Shifts - There shall be no split shifts or exceptions to Article 10, Section 1.D above except in the Recreation Division, where split shifts may be worked on a voluntary basis.

B. Summer Work Shifts - For safety concerns, it is agreed that field crews and related personnel shall work summer work shifts in accordance with daylight hours with concurrence of the department director.

Section 4: Annual Shift/Schedule Bid

Shifts/Schedules available for bid shall be posted a minimum of fourteen (14) calendar days prior to the beginning of the bid selection. The annual shift/schedules shall be posted (hard copy and/or electronically) in a conspicuous location in the workplace, and bids shall start on the first Monday of October and be completed within twenty-one (21) calendar days. Starting with seniority based on date of hire, the shift/schedule bid shall progress to the least senior person. Each selection shall be made during the employee's shift, when contacted by the supervisor, unless the employee is not on shift when their turn comes to bid due to scheduled days off. Employees whose bid is expected to come up on their regular scheduled days off can either provide a contact phone number to make their bid by phone or leave their shift bid preferences

with a supervisor who will make their bid selection, in order of preference. In the event the employee is on sick, holiday or annual leave at the time of the annual shift bid, the employee will make prior arrangements with their supervisor to make their bid. The new shift/schedule will be implemented on the beginning of the first pay period in February. If annual shift/schedule bidding has been completed and a vacancy occurs, the process will be bid, bid, appoint.

Once an employee has made their shift bid and it is awarded, it cannot be changed during that bidding process.

Section 5: Rest and Meal Periods

A. Meal Period - An unpaid meal period of at least thirty (30) minutes but not to exceed one (1) hour, shall be granted to each employee, normally between the end of the third hour and the end of the sixth hour of the employee's shift. Deviations may occur through mutual agreement between the employee(s) and supervision. Should overtime occur, a thirty (30) minute meal period shall be allowed on City time, no later than two (2) hours following the end of regular shift providing the employee has worked a minimum of two (2) hours overtime following a regularly scheduled work shift. For field crews and in the Detention Center, an additional ten (10) minutes will be allowed for travel to and from the work site making a total of forty (40) minutes or one (1) hour ten (10) minutes.

Those employees required to and who report to work preceding the regular work shift shall be granted an additional rest break, provided that the employee has worked a minimum of two (2) hours prior to their regular shift from the time of call in.

B. Rest Periods - A fifteen-minute rest break for employees shall be granted for every four hours worked or major fraction thereof in accordance with the following:

1. Rest breaks will not be scheduled within one (1) hour of starting time, meal break, or quitting time.
2. Rest breaks are to be taken on the job site when the following basic requisites are present: shelter from the weather, restrooms and drinking water.
3. If the basic requisites mentioned above are not on the work site, then the crew may go to the nearest conveniences. If a crew on the work site requires more than the basic requisites mentioned in 2) above, the crew may leave to pick up necessities. For field crews and in the Detention Center, an additional ten (10) minutes will be allowed for travel to and from the work site making a total of twenty-five (25) minutes.
4. A fifteen (15) minute rest period shall be given at the end of the regular work shift if overtime is required.

ARTICLE 11

LEAVE TIME

There shall be no leave time accrual for employees on a no pay status except in compliance with State or Federal statutes.

Section 1: Holidays

The holiday is defined as from 12:01 AM through Midnight on the day the holiday is observed. The following twelve (12) days are declared to be holidays:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following fourth Thursday in November (Family Day)
December 24 (Christmas Eve)
December 25 (Christmas Day)

Any day that may be designated by the President of the United States or the State Legislature for public fast, thanksgiving or as a legal holiday shall be recognized as an additional holiday.

A. Holiday Closing of City Offices - All state, county and city offices, courts, banks savings and loan associations, public schools and the University of Nevada System must close on the legal holidays pursuant to NRS 236.015 unless in the case of appointed holidays, all or a part thereof are specifically exempted.

B. Observed Legal Holidays - If January 1, July 4, November 11, December 24, or December 25 falls on a:

- ▶ Sunday, the Monday following must be observed as a legal holiday
- ▶ Saturday, the Friday preceding must be observed as a legal holiday

For calendar year 2021 only: The Christmas Eve and Christmas Day holidays shall be observed on Friday, December 24, 2021 and Saturday, December 25, 2021.

C. Eligible Employees - In order to receive holiday pay, an employee must work or be on paid leave their last scheduled shift preceding the holiday, and their first scheduled shift succeeding the holiday.

D. Holiday Pay - An eligible employee who is not required to work on the day observed as a holiday shall receive nine (9) hours pay at their straight time rate of pay

E. Work on the Holiday - An eligible employee who is required to work on the day observed as a holiday shall receive two times (2X) their straight time rate of pay for all hours actually worked on that day in addition to their holiday pay as defined above. An employee who is required to work on the day observed as a holiday and who does not report to work shall be ineligible for holiday pay under this Article for that holiday unless a justifiable excuse is provided.

F. Holiday Falls When on Annual or Sick Leave - Should an employee be on a scheduled vacation or using sick leave for an extended illness, they would receive nine (9) hours of holiday pay on the observed holiday in lieu of annual or sick leave.

G. Holiday on a Normal Day Off - If a holiday falls on an employee's normal day off, the holiday will be "banked" for future time off with pay and/or pay out at separation. Banked holiday hours carryover from year to year and employees will accumulate banked holidays up to a maximum of three hundred and sixty (360) hours. Hours above the 360-hour limit will be lost annually at the end of the pay period that includes July 1. Employees schedule paid time off using banked holidays as they would annual leave.

1. Up to three hundred and sixty (360) hours of banked holiday hours are paid out at the end of the Employee's career. If an employee is subject to an involuntary layoff or if there is a pre-retirement death, all accumulated banked holiday hours will be paid to the employee or the employee's beneficiary(s) at their then current rate of pay.

Section 2: Floating Holiday

In addition to the holidays listed in Section 1 above, at the beginning of the pay period that follows the pay period that includes July 1st, each employee shall receive one (1) holiday as a floating, non-accruable holiday, which must be taken prior to the end of the pay period that includes July 1st of the subsequent year. The floating holiday may be used as a vacation day, birthday, or religious holiday, but may not be used in lieu of another holiday or leave to pyramid time. "Pyramid" time is defined as claiming more than one holiday pay designation for the same day (e.g., floating holiday and annual leave on the same day). With two weeks' prior notice, the employee shall designate and request the date to be recognized as their floating holiday and it shall be granted. If the employee does not give two weeks' prior notice of the date to be recognized as a floating holiday, it will be granted as available.

A. Employees who are hired after the beginning of the fiscal year and prior to January 1st will receive a floating holiday to be used in the 2nd half of the fiscal year. Those hired after January 1st and before the end of the fiscal year receive a floating holiday at the beginning of the next fiscal year.

Section 3: Annual Leave

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Scheduling of leave is subject to the approval of the direct supervisor. Approved absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued with two weeks prior written notice (except in cases of bona fide emergencies).

A. Eligible Employees - New hire employees shall be eligible to take accrued annual leave after three months from date of hire. Employees who were involuntarily separated from the City after January 1, 2007; and were subsequently rehired as a regular full-time employee, will be credited with previous service with the City for the purpose of annual leave accrual. This adjustment will occur in the pay period that includes July 1, 2020 and is not retroactive to the employee's re-hire date. Any employee(s) who previously voluntarily resigned from the City are not eligible for this consideration.

B. Accrual - Annual leave shall accrue on a bi-weekly basis from the date of hire or adjusted service date up to a maximum according to the following table:

| Years of Service | Accrual Rate | Weeks Per year | Maximum Hours |
|----------------------------------|--------------|----------------|---------------|
| Date of Hire Through 10 years | 4.1538 | 3 | 370 |
| 11 Years Through 20 Years | 5.5385 | 4 | 495 |
| 21 Years and Beyond | 6.9231 | 5 | 540 |

C. Maximum Accrual – It is the City's policy that employees take their annual leave. However, an employee may accrue annual leave up to the maximum hours defined above. Each year at the end of the pay period that includes June 30th, any leave accrued will be reduced to the maximum accrual. It is the employee's responsibility to calculate leave in excess of the maximum accrual and to select such leave in accordance with this Section. If the City denies a timely, reasonable leave request, the employee will be allowed to carryover the excess hours accumulated above the maximum.

D. Scheduling-Selection Period – Beginning as soon as shift bids are completed and no later than the 1st Monday in November through December 15th, employees will present their requested leave dates from the 1st pay period of February through the end of the last pay period of January of the following year. Employees may schedule leave time in increments of one (1) or more weeks not to exceed one year's accrual. Scheduling shall be conducted in "rounds" beginning with the most senior employee in a select group. For example, in round one (1) the employee with the highest City seniority (with twenty-one (21) years of service who accrues five (5) weeks annual leave, chooses one (1) week of leave. Round one (1) will then progress by City seniority through the select group to the employee with the lowest City seniority. For round two (2), the process will repeat along with subsequent rounds until all employees have completed or waived their rounds. Selected leave will be posted or made available to employees to help identify what dates are available to be selected. Should an employee split annual leave time, subsequent "picks" of one or more weeks shall come after "first pick" selections are made. Annual leave may be scheduled during this timeframe even if the employee's accrued hours at the time are insufficient to cover the requested annual leave. It is understood that employees must have accrued annual leave hours at the time the leave is taken.

a. **Scheduling Additional Leave** - In addition to annual leave during the selection period, employees may request leave with two (2) weeks' notice. Notice of less than two (2) weeks will be subject to the designated authority. To the extent consistent with the efficient operation of the City, annual leave shall be

scheduled according to the employee's request. Such scheduling must be acted upon by the designated authority of the department within eight (8) working days of receipt of request or it shall be considered approved. Denied leave requests shall provide an explanation of such denial.

E. Leave Request Rescission - Should an approved leave request be rescinded; the City will pay the employee for non-refundable monies expended in anticipation of the canceled vacation. All airline tickets and receipts for other non-refundable expenditures shall be submitted to the City prior to payment.

F. Approved Absences Charged to Annual Leave - Approved absences not specifically covered by other provisions of this contract, or where they have been exhausted, may be charged to annual leave to the extent it has been accrued with the approval of the designated authority of the department.

G. Annual Leave Pay at Separation - Employees will be paid for all accrued annual leave upon separation of employment from the City, subject to the hour limitations defined in Section 3.B above.

a. Employees will be paid for all the supplemental Teamsters Annual Leave previously allocated and not used upon separation of employment from the City. This is a separate and distinct annual leave payment and not subject to the hour limitations defined in Section 3.B above.

H. Annual Leave Payment for Deceased Employee - Upon the pre-separation death of any employee, one hundred percent (100%) of the employee's annual leave accrued and the unused supplemental Teamsters Annual Leave shall be paid to the designated beneficiary(s).

I. Accrued Holiday Time/ Annual Leave - Subject to the approval of the designated authority of the affected department, accrued holiday time may be taken off in conjunction with the employee's annual leave with two weeks' prior written notice (except in cases of bona fide emergencies), or, as mutually agreed between the employee and the designated authority.

Section 4: Sick Leave

Employees who by illness or injury are incapacitated from the performance of their duties, or who must receive necessary medical treatment or necessary medical office visits which cannot be scheduled outside normal working hours, or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay.

A. Family Member Illness - Employees may also be granted leave with pay for the illness of a family member provided the employee first obtains the approval of the designated authority of the department. "Family member" is defined to include spouse/domestic partner, children (including adopted, legal ward, step, foster, grandchildren, in-laws), siblings (in-laws), parent (in-laws), and grandparent (in-laws). The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual

who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. Such leave will be deducted from employee's sick leave bank.

Notification of Absence - An employee should notify management per Departmental directive as soon as possible and/or no later than thirty (30) minutes prior to their shift start time if the employee knows that they will be unable to work.

Should an emergency situation exist which makes it impossible or impractical to obtain prior approval from the designated authority of the department, the employee shall obtain such approval as soon as possible and no later than the first day of the employee's absence.

B. Granting of Sick Leave Pay - Sick leave with pay will be granted only to those employees who have been employed on a regular full-time basis for a period of two consecutive months.

C. Sick Leave Abuse - All sick leave granted employees is subject to the designated authority of the department. Any pattern of use of sick leave benefits or falsification of reasons for such leave shall subject the employee to disciplinary action (See Article 2, Section 3). The City may require a doctor's certificate in cases where a pattern of use of sick leave is indicated.

D. Chronic Use of Sick Leave - A chronic user of sick leave is defined as one who calls out sick tied to a holiday, vacation, or weekend on a pattern basis (defined as more than four (4) times) or uses more than eight (8) separate and distinct incidents of sick leave in a rolling twelve (12) month period.

1. When an employee calls out sick, the employee must speak personally with their immediate supervisor or the next individual within the chain of command. Employees in each division will be provided a chain-of command list. If no individual on such list is available, it is the employee's responsibility to call again. The employee must call in by no later than thirty (30) minutes prior to their normal starting time and speak to their supervisor no later than one hour after their normal starting time.

2. At the time of the call, the employee's immediate supervisor or supervisor within the chain of command will determine if that employee is a chronic user of sick leave. If so determined, the employee will be informed that a doctor's slip is requested.

3. After having been told to furnish a doctor's slip for the absence, failure to produce it on the day the employee returns will result in the employee being placed on a no pay status for the absence and no leave bank shall be charged, nor future adjustments made. The employee may also be subject to additional discipline pursuant to the discipline provisions of this contract.

4. It is understood that an incident of sick leave shall be treated as one occurrence. Example: A broken bone which could require more than one doctor's visit or continued therapy, shall be treated as one incident. If multiple call outs occur and they are related, the employee shall notify their supervisor to ensure it

is treated as one occurrence. If continuing treatment is required, the employee shall notify their supervisor of the scheduled appointments.

5. An excused absence of less than three (3) hours for a doctor's appointment may be charged to a sick leave bank, but shall not be considered as an occurrence of sick leave.

E. Sick Leave Accrual - Sick leave shall accrue to regular full time employees at the rate of 4.15384 hours bi-weekly.

F. Sick Leave Pay at Separation - Employees who reach ten (10) or more years of City service whose original hire date is before July 1, 2014 shall be compensated for unused accumulated sick leave when they are permanently separated from City service (including but not limited to, resignation, death, retirement, layoff or discharge) with maximum payout of one thousand three hundred fifty (1350) hours per the following schedule:

| Years of Service | Percentage of Hours Paid |
|------------------|------------------------------------|
| 0-9 | Not eligible |
| 10-14 | 50% of balance up to 1,350 hours |
| 15-19 | 62.5% of balance up to 1,350 hours |
| 20-24 | 75% of balance up to 1,350 hours |
| 25-29 | 87.5% of balance up to 1,350 hours |
| 30+ | 100% of balance up to 1,350 hours |

G. Sick Leave Pay at Separation - Employees with ten (10) years or more City service whose original hire date is July 1, 2014 or later shall be compensated for their unused accumulation of sick leave per the schedule below with a maximum payout of five hundred (500) hours when they are permanently separated from City service.

| Years of Service | Sick Leave Hours | Percentage Paid |
|------------------|------------------|-----------------|
| Ten or more | 0-150 | 25% |
| Ten or more | 151-350 | 30% |
| Ten or more | 351-499 | 40% |
| Ten or more | 500 and above | 50% |

H. Sick Leave Payment for Deceased Employee - Upon the pre-separation death of any employee, one hundred percent (100%) of the employee's sick leave accrued shall be paid to the designated beneficiary(s), regardless of their years of service at the time of their death.

Section 5: Light Duty Plan

An employee incapacitated due to an injury or illness that is not work-related may, at the option of the City, be employed in other work on a job within the City which a physician determines the

employee is able to perform. The employee shall be paid eighty-five percent (85%) of the employee's current pay grade, providing no current employee is laid off as a result of such placement. Employees may choose to use accumulated sick leave first, and other accumulated paid leaves if they have no sick leave, to supplement the eighty-five percent (85%) pay up to 100% of their regular weekly pay. This provision is limited to the first, six (6) full or partial pay periods of the light duty assignment.

Section 6: Other Leaves

A. Family and Medical Leave Act (FMLA) - The City and the Union agree to abide by the Family and Medical Leave Act (FMLA) as set forth in City policy and published to employees.

B. Jury Duty Leave - Employees called to serve on jury duty shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay, and retain all jury duty pay. Those employees called but not selected to serve on a jury, shall report to work when excused. An employee assigned to other than day shift shall be reassigned to day shift for the duration of their jury duty.

C. Military Leave - Required military leave will be provided according to law. Voluntary military leave time will be charged to annual leave and subject to the provisions of annual leave.

D. Court Time - Employees required to appear on City business while off duty in any court, a hearing, deposition, or pre-trial meeting as a witness for the prosecution or defense, except for non-work-related involvement, shall be paid at 1.5x the employee's rate of pay for the time spent in court, hearing, deposition, or pre-trial meeting plus one (1) hour for duces tecum subpoenas, if necessary. Any court time will be compensated by the City at 1.5x the employee's regular rate of pay. The employee shall return the \$25.00 witness fee check to the City.

Employees shall not be paid twice for the same hours. Employees must turn in their subpoena with a subpoenaing agency or party's signature and have the start and end times of their court appearance written on the subpoena in order to receive court pay. Subpoenas must be turned in within the same pay period of the court appearance date.

E. Emergency Leave - Emergency Leave may be taken when a death, serious illness or injury occur in the immediate family of an employee or an employee's spouse. Immediate family is defined to include spouse (in-laws), children (including adopted, step, foster, or grandchildren); siblings (in-laws); parents (in-laws); grandparents (in-laws). The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. The employee may be granted emergency leave with pay

Emergency leave shall accrue at the rate of three (3) days after one (1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Such leave will be deducted from an employee's emergency leave bank; however, it is not compensable if unused.

1. Usage - Emergency leave may be scheduled in advance to address personal needs for serious illnesses or injuries for family members as defined above. To qualify for emergency leave, the employee may be required to provide substantiating information. The supervisor may request a written notation of the relationship of the family member as defined in sub-Section E above.

The employee may make arrangements with their supervisor for additional days off in the instance of the death of an immediate family member. Additional time off may be granted depending on the circumstances such as distance and the individual's responsibilities for funeral arrangements. Emergency leave utilized due to a death in the family may be used on non-consecutive days as services are often delayed from the date of death. In such situations, emergency leave shall be used within twenty-one (21) days of the death.

ARTICLE 12

EMPLOYEE BENEFITS

Section 1: Life Insurance

Effective January 1, 2021, the City shall provide forty thousand dollars (\$40,000) life insurance protection with double indemnity for accidental death for every employee of the bargaining unit.

Section 2: Medical Insurance

Employees covered by this Agreement will receive their health and welfare benefits from a Taft-Hartley Trust named the Teamsters Security Fund for Southern Nevada Local 14 ("the Fund"); established by an Agreement and Declaration of Trust dated March 18, 1955, and subsequently amended by the labor and management Trustees ("Trustees").

A. The City agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for the benefits as determined by the Trustees. The current benefits ("Benefits") provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. The City agrees to utilize the Fund to provide the benefits for the term of this Agreement and any renewals or extensions of this Agreement, as long as Teamsters Local 14 continues to represent the classification defined within this Agreement. The City agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Exhibit C of this Agreement.

Section 3: City's and Employee Contribution to the Fund

The City's and Employee monthly contribution to the Fund is as follows:

| Effective Date | Upon Approval | 7/1/22 | 7/1/23 |
|-------------------|---------------|---------|------------|
| City Contribution | \$950.00 | \$1,000 | \$1,050.00 |

The nine-hundred-fifty dollars (\$950.00) monthly contribution will begin the month after City Council approval of this Agreement.

Should the City expand the employee group that receive benefits from the Fund, and the monthly contribution for the newly covered employees exceeds the monthly amount defined above, the City agrees to negotiate a composite contribution schedule for the entire group of employees.

A. The City agrees to make the monthly contribution to the Fund for all employees covered by this Agreement; however, for Teamsters represented employees who are married to another Teamsters represented employee, the City will make a contribution for one employee.

B. Should the City's contribution be insufficient in the operation of the Fund, employee contributions may be deducted from their paycheck and all employees would be required to make that contribution on a pre-tax basis per Section 125 of the IRS code.

C. Employees are eligible to participate in all Section 125 benefits provided by the City.

D. The City agrees to make the monthly contribution to the Fund while employees are in a paid leave status and for the 1st thirty (30) days of an unpaid leave of absence.

Section 4: Workers Compensation

Employees shall receive all benefits in accordance with the Nevada State Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Industrial Safety Act.

A. Return to Work Program - An employee injured on the job may be employed in a Temporary Work Assignment within the City. The authorized treating physician shall determine duties and number of hours per day the employee is able to perform. The number of hours specified by the treating physician shall be considered a "work day", and the employee shall be paid one hundred percent (100%) of their current pay grade for each day worked. Current employees will not be laid off as a result of such placement.

B. Temporary Total Disability - An employee injured on the job and determined by the authorized treating physician to be temporarily totally disabled shall be covered by the State's Worker Compensation statutes. Commencing on the first day post injury, the City will pay to the employee an amount equal to the difference between the insurance compensation received and 100% of the employee's normal salary for a period of fourteen (14) consecutive calendar days or until the employee is released to Light Duty, whichever occurs first. One hundred percent (100%) payment ceases when the employee is released to Temporary Work Assignment or Full Duty. Should the employee's incapacitation extend beyond fourteen calendar days, the employee may choose to use accumulated sick leave first, and other accumulated paid leaves if they have no sick leave, to supplement the Workers Compensation benefit up to 100% of their regular weekly pay

C. Salary During Hospitalization - Should an employee's hospitalization as an inpatient exceed the fourteen (14) consecutive calendar days as referenced in Section B above,

the employee shall receive 100% of the employee's normal salary until released from the hospital.

Section 5: Liability Insurance

The City shall provide liability insurance protection for each employee of the bargaining unit through a contract for insurance or a self-insurance fund to cover accidents occurring while in the performance of official duties, regardless of fault.

ARTICLE 13

OCCUPATIONAL SAFETY AND HEALTH

Section 1: Safety of the Public

In the interest of the safety of the public, an employee or fellow employees, the City has the right to engage an employee in the Interactive Process within the Americans With Disabilities Act to assess a physical or mental condition which may make continued employment hazardous to the public, the employee, or to their fellow workers.

Section 2: Fitness for Duty Examination

The City may require an employee; to report for a fitness for duty examination at City expense prior to reporting for work upon returning from a leave of absence or layoff.

A. Special Fitness for Duty Examination Request - If an employee performs duties which might jeopardize the safety of any individual, the employee for reasonable cause may be required to undergo special examinations from time to time at City expense to see that the employee meets acceptable physical and mental standards.

Section 3: Establishing Safety Rules

The City reserves the right to adopt reasonable safety rules in accordance with OSHA regulations. It shall further have the right to impose discipline for the violation of such rules.

The City agrees that when it proposes to change an existing safety rule, the City will give the Union five (5) calendar days advance notice of the change.

Section 4: Safe Working Conditions

The Union will cooperate with the City in maintaining safe working conditions and any employee believing a working condition or machinery to be unsafe shall immediately call it to the attention of their supervisor for review. Should the supervisor conclude that the working condition or equipment is within safety measures, and the employee insists to the contrary, the supervisor shall notify the City Safety Officer or Director of Human Resources or their designee and the shop steward and the matter shall be brought to the attention of the Department Director for conclusive action.

A. Hazardous Working Conditions -The City recognizes its obligation to inform its employees of known or potential hazardous working conditions consistent with federal and state OSHA Regulations.

Section 5: Complaint Procedure

The City recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes it is their obligation to cooperate in the maintenance and improvement of those conditions. Complaint procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to their immediate supervisor.
2. If the employee's complaint is not satisfied, they shall notify the shop steward who shall meet and discuss the complaint with the supervisor without undue delay.
3. If the complaint cannot be resolved, the matter shall then be referred promptly to the Director of Human Resources or designee and thereafter be subject to the grievance procedure set forth in Article 6.

Section 6: Protective Devices

Protective devices, wearing apparel and other equipment such as safety shoes, coveralls, goggles, and hard hats determined by the City Safety Officer and/or and the appropriate Department Director to be necessary for protection from accidents and health hazards shall be provided by the City. Where such protective devices are required for the safety of employees, the employee must wear them while working or occupying such area.

The City may assess a fair charge to cover loss of protective devices provided by the City under this section resulting from failure to exercise reasonable care or for willful destruction of such safety equipment or clothing. (See Article 9, Section 11.)

Section 7: Safety Suggestions

Suggestions from employees or the Union which offer practical and feasible ways of improving safety are welcomed by the City and an employee may submit their safety suggestion in the following manner:

1. Giving it to their supervisor, or
2. Presenting it to the City Safety and Training Officer or Safety Committee member.

ARTICLE 14

RETIREMENT

Section 1: Required Contributions

The City agrees to pay the employee's portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for by NRS 286. Any increase in the

percentages rate of the retirement contributions to the Public Employees Retirement Fund shall be borne equally by the City and the employee in the manner provided for by NRS 286.421. Payment of the employee's share of the increased contribution amount will be accomplished through a reduction in the hourly rates and/or annual salaries defined in the attached wage schedules, and such changes are not subject to bargaining by the parties.

ARTICLE 15

SCOPE OF AGREEMENT

Section 1: Contract Dates

It is agreed between the parties that this Contract shall continue in full force and effective until 11:59 P.M., June 30, 2024. If either party desires to modify this Contract, they shall give written notice on or before February 1, 2024 in accordance with NRS 288.180.

However, if the parties do not arrive at a new agreement before July 1, 2024, the provisions of this Agreement shall remain in effect until the parties execute a new Agreement.

Section 2: Contract Negotiations

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 3: Terms and Conditions Not Covered

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

Section 4: Severability

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court or agency of competent jurisdiction or amended or repealed by the Nevada Legislature, it shall not be construed to void, amend, or repeal the entire Agreement; and those parts not amended, repealed or declared void shall be binding upon the parties, provided, however, that upon such court, agency or legislative action, the parties agree to meet immediately and negotiate such part, or provisions, affected.

Section 5: Governing Agreement

The employees, the Union and the City agree that their conduct and relationship shall be governed by the terms of this Agreement not in conflict with federal and Nevada law, and not the City's Civil Service Ordinance.

Section 6: Amended Departmental Rules and Regulations

The employees agree to abide by City policy and departmental rules and regulations as amended from time to time which are not in conflict with this Agreement. The City shall provide to the Union copies of applicable policies and/or departmental rules, if any, and shall also provide copies of amendments to such rules to the Union and its stewards for the appropriate department. The City agrees to give the Union five (5) calendar days advance notice of any rule/policy amendments.

Section 7: Contract Printing Costs

The City and the Union agree that each shall pay one-half (1/2) the cost of printing copies of this Agreement.

Section 8: Letters of Agreement

The parties agree that Letters of Agreement involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire agreement. Letters of Agreement must be approved by the parties to this Agreement.

ARTICLE 16

EXECUTION

The officials executing this Agreement on behalf of the City and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind collectively bargain in behalf of the organizations which they represented during the terms of this Agreement.

Signed this _____ day of _____, 2021, at North Las Vegas, Nevada

CITY OF NORTH LAS VEGAS

TEAMSTERS UNIONLOCAL NO.14

MAYOR JOHN L. LEE

FRED HORVATH, SECRETARY-TREASURER

ATTEST:

MARIE E. PURCELL, CMC
ACTING CITY CLERK

APPROVED AS TO FORM:

MICAELA RUSTIA MOORE
CITY ATTORNEY

North Las Vegas Police Department Addendum:

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

Article 1 Section 4 A: New Hire Employees - All new hires shall be subject to a probationary period of one (1) year. Dispatchers and CSA will be subject to a probationary period of Eighteen (18) Months. Records Assistant classifications will be subject to a probationary period of Fifteen (15) Months. The discipline or discharge of a probationary employee shall not be deemed a breach of the collective bargaining agreement or subject to the grievance or arbitration procedure.

Article 2 Section 3 C: Investigations - Internal Affairs will only perform Teamster investigations, in excessive or deadly force incidents. The Detective Bureau will perform investigations in criminal matters. However, supervisors in the Police Department not assigned to Internal Affairs may perform investigations in matters that do not rise to the level of a disciplinary hearing. Should the need arise, the Union will grant an extension of time for the Human Resources Department/Internal Affairs to conduct additional research. If no extension of time is requested and the City fails to proceed to a hearing in a time frame outlined above, then no formal disciplinary action may be taken against the employee.

Article 2 Section 3 C in the main Agreement also applies.

Article 3 Section 3: Union Visitation -The Secretary-Treasurer, Business Agent or Chief Shop Steward of the Union as representatives of the Union may be given authority to enter the premises of the Police Department during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement and to post informational or e-mail notices relative to Union activities. The Secretary-Treasurer, Business Agent or Chief Shop Steward will notify the Chief of Police or designee, prior to entering any secured premises. It is agreed that the Union representative shall conduct themselves so as not to interfere with efficient operations of the Department.

Article 4 Section 2: Employee Rights - Unless otherwise prohibited by federal or Nevada law, employees shall not be required to:

1. Enter upon any property involved in a lawful primary labor dispute under circumstances where entrance to such property will necessitate crossing of a lawfully constituted picket line sanctioned by the Union, unless necessary to provide emergency or essential police services or,
2. Work in riots or civil disorders, unless necessary to provide emergency or essential services in a declared emergency. Police or equivalent protection shall be afforded if an unreasonable risk of injury is present

Article 7 Section 5: Qualifications/Testing - Any internal employee of the City that fills a vacancy in the Police Department under the provisions of this section will be required to successfully complete the required background investigation prior to filling the vacancy.

Article 8 Section 1: Seniority List - No later than the first (1) Monday of September, the City shall post in all departments and provide the Union Secretary-Treasurer and Shop Stewards a current seniority list indicating City seniority and Classification seniority of the employees covered by this Agreement. Failure to protest employee's seniority date shown on the seniority list within fourteen (14) calendar days shall be considered confirmation of employee's seniority as listed. Seniority shall be applicable only as expressly provided in this Agreement.

Article 8 Section 2: Classification Seniority Computation - Classification seniority shall be computed as follows:

- A. Classification seniority is continuous service, not broken by dismissal, resignation, transfer or promotion to another classification, commencing from the date of hire into the specific classification. Classification seniority shall apply in shift bid and lunch time selection; City Seniority shall apply in all other matters of choice, such as, but not limited to vacation.
- B. If two (2) or more persons are hired into the same classification and/or full-time status by the Police Department on the same date, the assigned P# will determine the seniority ranking.

Article 8 Section 3: Scheduling Leave - City seniority shall prevail in scheduling annual, floating holiday, and holiday leave subject to staffing availability, as determined by the Chief of Police or designee. The parties acknowledge the challenging staffing levels within particular civilian classifications and will work collectively to proactively communicate required staffing levels and the associated availability for contractual time off.

Article 8 Section 5: Reduction in Force and Layoff Protocols - Any employee who is returning to a former classification or returning from layoff from the Police Department after thirty (30) calendar days or longer will be required to successfully update the required background investigation, prior to being recalled.

Article 10 Section 1: Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages.

C. Workday - The workday is a period of twenty-four (24) consecutive hours beginning with the start of the shift and ending twenty-four (24) hours later.

- 1. Employees who work shifts that cross midnight during their shift will record their hours, both regular, overtime and holiday worked premium pay if applicable, on the day in which fifty-one percent (51 %) of their regular hours fall.

Article 10 Section 2: Identification of Shifts and Schedules Section - In the Police Department, schedules and shifts may be adjusted for Swing and Graveyard shift employees for both mandatory and voluntary training opportunities. Employees will be provided two weeks' notice for mandatory training. Employees approved for voluntary training opportunities will be given the same two weeks' notice unless it is not possible because the request for training is less than two weeks from the beginning of the training. Employees may be released from their shift with pay to enable adequate rest before training. Shift and schedule adjustments for training will not create an overtime liability under Article 9 Section 3 and employees will be provided a minimum of eight (8) hours off between shifts.

Article 10 Section 4: Annual Shift/Schedule Bid - Shifts available for bid shall be posted a minimum of fourteen (14) calendar days prior to the beginning of the bid selection. The annual shift bids shall start the first Monday of October and will be completed within twenty-one (21) calendar days. Starting with seniority based on classification, the shift bid shall progress to the least senior person. Each selection shall be made during the employee's shift, when contacted by the supervisor, unless the employee is not on shift when their turn comes to bid due to scheduled days off. Employees whose bid is expected to come up on their regular scheduled days off can either provide a contact phone number to make their bid by phone or leave their shift bid preferences with a supervisor who will make their bid selection, in order of preference. In the event the employee is on sick, holiday or annual leave at the time of the annual shift bid, the employee will make prior arrangements with their supervisor to make their bid. The new shift schedule will be implemented the beginning of the first pay period in February. If annual shift bidding has been completed and a shift vacancy occurs or is created, the process will be bid, bid, appoint

Once an employee has made their shift bid and it is awarded, it cannot be changed during that bidding process.

Article 10 Section 5 A: Meal Period - An unpaid meal period of at least thirty (30) minutes but not to exceed one (1) hour, shall be provided to each employee and scheduled by employee's supervisor. Supervisors will make good faith attempt to schedule the lunch period at a time that is agreeable with the employee. If two employees wish to have the same lunch time and staffing does not allow for that, classification seniority shall prevail. Should overtime occur, a thirty (30) minute meal period shall be allowed on City time, no later than two (2) hours following the end of regular shift providing the employee has worked a minimum of two (2) hours overtime following a regularly scheduled work shift.

If an employee is required to work through their lunch period, a lunch period will be provided later in the shift or the employee shall be compensated for that time at appropriate overtime rate of pay.

If an employee is required to work through their lunch, every effort will be made to allow the employee to eat at their designated work area due to having to remain at their work station.

Those employees required to and who report to work preceding the regular work shift shall be granted an additional rest break, provided that the employee has worked a minimum of two (2) hours prior to their regular shift from the time of call in.

Article 11 Section 2: Floating Holiday - In addition to the holidays listed in Section 1 above, at the beginning of the pay period that follows the pay period that includes July 1st, each employee shall receive one (1) holiday as a floating, non-accruable holiday which must be taken prior to the end of the pay period that includes July 1st of the following year. The floating holiday may be used as a vacation day, birthday, or religious holiday, but may not be used in lieu of another holiday or leave to pyramid time. "Pyramid" time is defined as claiming more than one holiday pay designation for the same day (e.g., floating holiday and annual leave on the same day). With two weeks prior notice, the employee shall designate and request the date to be recognized as their floating holiday and it shall be granted. If the employee does not give two weeks prior notice of the date to be recognized as a floating holiday, it will be granted as available.

A. Employees who are hired after the beginning of the fiscal year and prior to January 1st will receive a floating holiday to be used in the 2nd half of the fiscal year. Those hired after January 1st and before the end of the fiscal year receive a floating holiday at the beginning of the next fiscal year.

G. For the dispatch and CSI classifications, should previously approved paid time off for other employees in these classifications put the designated work group at the maximum leave allowed level for that day, the Department agrees to evaluate the floating holiday request at a future date. Approval for utilizing the floating holiday will not be withheld if doing so would not take the group below the minimum staffing level required for the shift.

1. Additionally, the parties recognize that in very limited circumstances, the Department may choose to grant the floating holiday and work that particular shift below the minimum staffing level or utilize overtime to ensure the minimum staff for the shift.

H. If the employee's floating holiday request has been denied twice, due to maximum leave allowed levels, and those requests were submitted prior to May 21st, the Department will grant the floating holiday leave request before the expiration of the fiscal year to prevent the employee from losing their floating holiday hours.

I. If an employee requests their floating holiday for the first time on or after May 21st and is denied, due to staffing availability, and no alternative date prior to the end of the final pay period when the floating holiday must be utilized is available; the floating holiday will roll-over to the next fiscal year. The employee must use the rolled over floating holiday hours as their first full day of leave in the next fiscal year.

J. Floating holiday requests, with two weeks or more notice, that occur after the annual leave scheduling period defined in Article 11 Section 3 D, will not be withheld if there are available slots for additional employee time off for the shift. This includes floating holiday requests that occur between January 1st and June 30th for a date in the 1st six months of the next fiscal year (July 1st through December 31st); recognizing that a new floating holiday will be available for employees to use during that timeframe.

Article 11 Section 4 D: Chronic Use of Sick Leave - A chronic user of sick leave is defined as one who calls out sick tied to a holiday, vacation, or weekend on a pattern basis (defined as more than four (4) times) or uses more than eight (8) separate and distinct incidents of sick leave in a rolling twelve (12) month period.

1. When an employee calls out sick, the employee must speak personally with their immediate supervisor or the next individual within the chain of command. Employees in each division will be provided a chain-of command list. If no individual on such list is available, it is the employee's responsibility to call again. The employee must call in no later than sixty (60) minutes prior to their normal starting time and speak to an on duty supervisor.

Article 11 Section 6: Notification of Absence - An employee shall notify management per Departmental directive as soon as possible and/or no later than sixty (60) minutes prior to their shift start time if the employee knows that they will be unable to work.

Article 11 Section 6 D: Court Time -

The above article shall apply to all Police employees, however, required to appear off-duty in any court or hearing as a witness for the prosecution or defense, deposition, or pre-trial meeting, except for personal involvement, shall be paid as follows:

- A. Employees shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.
- B. Subsequent court or hearing attendance time during off duty time shall be paid at one and one-half (1-1 /2) times the employee's regular rate of pay.
- C. For Police Department employees, duces tecum subpoenas shall be paid an additional one (1) hour at one and one-half (1-1/2) times the employee's regular rate of pay.
- D. In any event, the employee shall not be paid twice for the same hour. If employees receive a witness fee check, that check shall be returned to the Department.

Employees must turn in their subpoena with a DA/subpoenaing party's representative signature and have the start and end times of their court appearance written on the subpoena in order to receive court pay. Subpoenas must be turned in within the same pay period of the court appearance date, attached to the request for court pay.

CURRENT ACTIVE TEAMSTERS JOBS
EXHIBIT A SUPERVISOR
As of 8/3/2021

| BARG GRP | JOB | GRADE |
|-----------------|---|--------------|
| TS | Animal Protection Services Manager | TEX-21 |
| TS | Automotive/Equipment Supervisor | TNE-21 |
| TS | Backflow Crew Leader | TNE-19 |
| TS | Construction Project Inspection Supervisor | TNE-22 |
| TS | Court Clerk Supervisor | TNE-19 |
| TS | Customer Service Supervisor | TNE-21 |
| TS | Crime Scene Investigations Supervisor | TNE-21 |
| TS | Evidence Vault Supervisor | TNE-18 |
| TS | Field Supervisor | TNE-21 |
| TS | GIS Analyst | TNE-19 |
| TS | GPS Survey Coordinator | TEX-22 |
| TS | Land Development Project Leader | TEX-21 |
| TS | Law Enforcement Support Technician Supervisor | TNE-17 |
| TS | Lead Code Enforcement Officer | TNE-21 |
| TS | Lead Customer Service Specialist | TNE-16 |
| TS | Parks Maintenance Supervisor | TNE-21 |
| TS | Police Communications Supervisor | TNE-19 |
| TS | Police Records Supervisor | TNE-17 |
| TS | Police Support System Supervisor | TNE-23 |
| TS | Real Property Agent | TNE-18 |
| TS | Recreation Coordinator | TNE-18 |
| TS | Recreation Supervisor | TNE-21 |
| TS | Senior Real Property Agent | TNE-20 |
| TS | Technical Services Supervisor | TNE-21 |
| TS | Terminal Agency Coordinator | TNE-18 |
| TS | Traffic Operations Supervisor | TNE-21 |
| TS | Utilities Field Customer Service Crew Leader | TNE-19 |
| TS | Utilities Field Service Crew Leader | TNE-19 |
| TS | Utilities Field Service Supervisor | TNE-21 |
| TS | Utilities Maintenance Supervisor | TNE-21 |
| TS | Water Systems Supervisor | TNE-21 |
| TS | WRF Electronics Supervisor | TNE-21 |
| TS | WRF Operations Supervisor | TNE-21 |

Exhibit B

Fiscal Year 2021-2022

Pay scale reflects elimination of the first step, 2.75% COLA and 3% increase at the top step

| | Hourly Rate Step 1 | Hourly Rate Step 2 | Hourly Rate Step 3 | Hourly Rate Step 4 | Hourly Rate Step 5 | Hourly Rate Step 6 | Hourly Rate Step 7 | Hourly Rate Step 8 | Hourly Rate Step 9 | Hourly Rate Step 10 | Hourly Rate Step 11 |
|--------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|
| TNE-10 | \$16.23 | \$17.05 | \$17.90 | \$18.79 | \$19.73 | \$20.72 | \$21.76 | \$22.84 | \$23.99 | \$25.19 | \$26.85 |
| TNE-11 | \$17.08 | \$17.93 | \$18.83 | \$19.77 | \$20.76 | \$21.80 | \$22.89 | \$24.03 | \$25.23 | \$26.49 | \$28.24 |
| TNE-12 | \$18.01 | \$18.91 | \$19.85 | \$20.84 | \$21.89 | \$22.98 | \$24.13 | \$25.33 | \$26.60 | \$27.93 | \$29.78 |
| TNE-13 | \$19.03 | \$19.98 | \$20.98 | \$22.02 | \$23.13 | \$24.28 | \$25.50 | \$26.77 | \$28.11 | \$29.52 | \$31.46 |
| TNE-14 | \$20.23 | \$21.24 | \$22.31 | \$23.42 | \$24.59 | \$25.82 | \$27.11 | \$28.47 | \$29.89 | \$31.39 | \$33.46 |
| TNE-15 | \$21.39 | \$22.46 | \$23.58 | \$24.76 | \$26.00 | \$27.30 | \$28.67 | \$30.10 | \$31.60 | \$33.18 | \$35.38 |
| TNE-16 | \$22.76 | \$23.90 | \$25.09 | \$26.35 | \$27.66 | \$29.05 | \$30.50 | \$32.02 | \$33.63 | \$35.31 | \$37.64 |
| TNE-17 | \$24.27 | \$25.48 | \$26.76 | \$28.10 | \$29.50 | \$30.98 | \$32.52 | \$34.15 | \$35.86 | \$37.65 | \$40.14 |
| TNE-18 | \$25.94 | \$27.24 | \$28.60 | \$30.03 | \$31.53 | \$33.11 | \$34.76 | \$36.50 | \$38.32 | \$40.24 | \$42.90 |
| TNE-19 | \$27.79 | \$29.18 | \$30.64 | \$32.17 | \$33.78 | \$35.47 | \$37.24 | \$39.10 | \$41.06 | \$43.11 | \$45.96 |
| TNE-20 | \$29.84 | \$31.33 | \$32.89 | \$34.54 | \$36.27 | \$38.08 | \$39.98 | \$41.98 | \$44.08 | \$46.29 | \$49.34 |
| TNE-21 | \$32.11 | \$33.71 | \$35.40 | \$37.17 | \$39.03 | \$40.98 | \$43.02 | \$45.18 | \$47.43 | \$49.81 | \$53.10 |
| TNE-22 | \$34.63 | \$36.36 | \$38.18 | \$40.09 | \$42.09 | \$44.19 | \$46.40 | \$48.73 | \$51.16 | \$53.72 | \$57.27 |
| TNE-23 | \$37.43 | \$39.30 | \$41.27 | \$43.33 | \$45.50 | \$47.77 | \$50.16 | \$52.67 | \$55.30 | \$58.07 | \$61.90 |
| TNE-24 | \$40.55 | \$42.58 | \$44.71 | \$46.94 | \$49.29 | \$51.76 | \$54.34 | \$57.06 | \$59.91 | \$62.91 | \$67.07 |
| | | | | | | | | | | | |
| | By-Weekly Step 1 | By-Weekly Step 2 | By-Weekly Step 3 | By-Weekly Step 4 | By-Weekly Step 5 | By-Weekly Step 6 | By-Weekly Step 7 | By-Weekly Step 8 | By-Weekly Step 9 | By-Weekly Step 10 | By-Weekly Step 11 |
| TEX-18 | \$1,867.69 | \$1,961.08 | \$2,059.13 | \$2,162.09 | \$2,270.19 | \$2,383.70 | \$2,502.88 | \$2,628.03 | \$2,759.43 | \$2,897.40 | \$3,088.77 |
| TEX-19 | \$2,000.78 | \$2,100.82 | \$2,205.86 | \$2,316.15 | \$2,431.96 | \$2,553.55 | \$2,681.23 | \$2,815.29 | \$2,956.06 | \$3,103.86 | \$3,308.87 |
| TEX-20 | \$2,148.20 | \$2,255.61 | \$2,368.39 | \$2,486.81 | \$2,611.15 | \$2,741.71 | \$2,878.80 | \$3,022.74 | \$3,173.87 | \$3,332.57 | \$3,552.68 |
| TEX-21 | \$2,311.64 | \$2,427.22 | \$2,548.58 | \$2,676.01 | \$2,809.81 | \$2,950.30 | \$3,097.82 | \$3,252.71 | \$3,415.35 | \$3,586.11 | \$3,822.98 |
| TEX-22 | \$2,493.19 | \$2,617.84 | \$2,748.74 | \$2,886.17 | \$3,030.48 | \$3,182.01 | \$3,341.11 | \$3,508.16 | \$3,683.57 | \$3,867.75 | \$4,123.22 |
| TEX-23 | \$2,695.00 | \$2,829.75 | \$2,971.24 | \$3,119.80 | \$3,275.79 | \$3,439.58 | \$3,611.56 | \$3,792.13 | \$3,981.74 | \$4,180.83 | \$4,456.97 |
| TEX-24 | \$2,919.80 | \$3,065.79 | \$3,219.08 | \$3,380.03 | \$3,549.04 | \$3,726.49 | \$3,912.81 | \$4,108.45 | \$4,313.88 | \$4,529.57 | \$4,828.75 |
| TEX-25 | \$3,170.36 | \$3,328.88 | \$3,495.32 | \$3,670.09 | \$3,853.59 | \$4,046.27 | \$4,248.59 | \$4,461.01 | \$4,684.07 | \$4,918.27 | \$5,243.12 |

Exhibit C

New Hires or Newly Employed Employees as of February 1, 2015

Employers and Employees (If applicable) are required to make a contribution on the 20th day of the month for benefit coverage on the 1st day of the following month. Contribution coverage dates are defined in the chart below.

| Employment Ends | Coverage Ends |
|---|------------------------------|
| Any day between January 1 st and January 31 st | March 31 st |
| Any day between February 1 st and February 28/29 th | April 30 th |
| Any day between March 1 st and March 31 st | May 31 st |
| Any day between April 1 st and April 30 th | June 30 th |
| Any day between May 1 and May 31 st | July 31 st |
| Any day between June 1 st and June 31 st | August 31 st |
| Any day between July 1 st and July 31 st | September 30 th |
| Any day between August 1 st and August 31 st | October 31 st |
| Any day between September 1 st and September 30 th | November 30 th |
| Any day between October 1 st and October 31 st | December 31 st |
| Any day between November 1 st and November 30 th | January 31 st |
| Any day between December 1 st and December 31 st | February 28/29 th |

Special Circumstances

1. Termination of Employment before Coverage Begins; Employee is hired on March 15th Employer makes a contribution on April 20th and the Employee's employment ends before May 1st.

- There will be no benefit coverage on May 1st and the Employer (and Employee, if applicable) is entitled to a credit (but no refund) for the contribution made on April 20th.

2. Termination of Employment after Coverage Begins; After benefit begins, coverage ends on the last day of the month in which the individual's employment ends. There is no "run out" coverage (accumulated eligibility) for this group. If a contribution was made on the 20th day of the month and the termination occurs on

or before the last day of the same month, the Employer (and Employee, if applicable) is entitled to a credit (but no refund) for the contribution.

3. Adding Spouse and/or Dependent(s) (“S/D”): Should a covered Employee experience a “qualifying event” (birth of a child, marriage, adoption, etc.) and add an S/D on any day within a coverage month, S/D coverage is effective on the date of the qualifying event. There is no change in the contribution rate for the balance of the initial month of S/D coverage. Contribution rate changes, if applicable, will be required for the next month of coverage and every month thereafter. However, if the S/D is added on or before the 15th day of the month, the contribution made on the 20th should reflect the incremental increase in the contribution required to cover the S/D for the next month’s coverage.

► SID is added March 5th. Coverage begins immediately and there is no change in the contribution required for the month of March. The contribution made on March 20th for April’s coverage would reflect the incremental increased contribution, if applicable.

If the S/D has been added after the 15th day of the month, the incremental increase in contribution required to cover the S/D for the next month would be required on the 20th day of the 2nd month coverage, as well as the contribution for the 3rd month of coverage, and every month thereafter.

► SID is added March 25th. Coverage begins immediately. When making the April 20th contribution for May coverage the incremental increase in contribution for April should be included, as it was not submitted on March 20th.

Note 1: The same methodology will apply to ending S/D coverage. Coverage ends at the end of the month in which notification is received. If notification is received after the 20th of the month contribution payment, a credit (but no refund) may be due to the Employer (and Employee, if applicable)/

Note 2: If an Employer contributes at a composite rate (and an Employee either has no contribution obligation or also contributes as a composite rate), when adding an S/D, coverage is effective on the date of the qualifying event and the contribution guidelines defined in #3 above are not applicable to the contributions.

Employees hired before February 1, 2015

The Security Fund will no longer be using a “work month” and “coverage month” methodology. The two (2) month “run out” from previous pre-funding will continue to exist. With this change, the chart below defines when coverage will end, recognizing the two (2) month run out.

| Employment Ends | Coverage Ends |
|---|------------------------|
| Any day between January 1 st and January 31 st | March 31 st |
| Any day between February 1 st and February 28/29 th | April 30 th |

| | |
|---|------------------------------------|
| Any day between March 1st and March 31st | May 31st |
| Any day between April 1st and April 30th | June 30th |
| Any day between May 1 and May 31st | July 31st |
| Any day between June 1st and June 31st | August 31st |
| Any day between July 1st and July 31st | September 30th |
| Any day between August 1st and August 31st | October 31st |
| Any day between September 1st and September 30th | November 30th |
| Any day between October 1st and October 31st | December 31st |
| Any day between November 1st and November 30th | January 31st |
| Any day between December 1st and December 31st | February 28/29th |

Special Circumstances

1. If termination of employment occurs on or before the 20th day of the month

- **Then no contribution is due on the 20th day of the month for the following month's coverage and the "run out" period begins, as defined above.**

2. If termination of employment occurs after the required contribution on the 20th day of the month.

- **A contribution is made on September 20th and employment ends on September 29th. The Employer (and Employee, if applicable) is entitled to a credit (but no refund) for the contribution made on September 20th and coverage ends November 30th, consistent with the "run out" table above. The "run out" period cannot be extended beyond the two (2) month period, defined above.**

3. Adding Spouse and/or Dependent(s) ("S/D"): Should a covered Employee experience a "qualifying event" (birth of a child, marriage, adoption, etc.) and add an S/D on any day within a month, coverage would become effective on the date of the qualifying event. There will be no change in the contribution rate for the balance of the initial month of coverage. Contribution changes, if applicable, are required for the next month of coverage and for each month thereafter. If the S/D is added on or before the 15th day of the month, the contribution made on the 20th should reflect the incremental increase in contribution required to cover the S/D for the next month.

- **SID is added March 5th. Coverage begins immediately and there is no change in the contribution required for the month of March. The**

contribution made on March 20th for April's coverage would reflect the incremental increased contribution, if applicable.

If the S/D is added after the 15th day of the month, the incremental increased contribution required to cover S/D for the next month would be required on the 20th day of the 2nd month of coverage, as well as the contribution for the 3rd month of coverage.

- S/D is added March 25th. Coverage begins immediately. When making the April 20th contribution for May coverage, the incremental increase in contribution for April should be included, as it was not submitted on March 20th.

Note 1: The same methodology will apply to ending S/D coverage. Coverage ends at the end of the month in which notification is received. If notification is received after the 20th day of the month contribution payment, a credit (but no refund) may be due to the Employer (and Employee, if applicable).

Note 2: If an Employer contributes at a composite rate (and an Employee either has no contribution obligation or also contributes at a composite rate), when adding an S/D, coverage is effective on the date of the qualifying event and the contribution guidelines defined in #3 above are not applicable to the contributions.