

**Collective Bargaining Agreement Between
The City of Yerington, Nevada**



And

**The International Brotherhood of Electrical Workers,
Local Union No. 1245**



July 1, 2008 – June 30, 2011

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Article 1 – Preamble

- A. This Agreement is entered into between the City of Yerington, a political subdivision of the State of Nevada, hereinafter referred to as the “City” and the International Brotherhood of Electrical Workers, Local Union No. 1245 hereinafter referred to as the “Union.”
- B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.
- C. It is recognized by the City, the Union and the employees covered by this Agreement that the City is engaged in rendering public services to the general public.
- D. This Agreement is entered into under the authority and subject to the requirements of Nevada Revised Statutes (hereinafter NRS) Chapter 288.

Article 2 – Recognition

- A. In accordance with the provisions of NRS 288, the City does recognize the Union as the exclusive collective bargaining representative of the employees in the classifications set forth below with respect to wages, benefits and conditions of employment as defined in NRS 288.150. This recognition is granted for the period during which the Union qualifies as the exclusive representative of those employees under provisions of NRS 288.
 - 1. Bargaining unit shall consist of all full-time non-supervisory post probationary non-public safety employees in the job classification set forth in Appendix “A”, and any future positions that would correspond with this definition. (This would specifically preclude any employees that could be defined as a separate bargaining unit by the State of Nevada EMRB i.e. health care workers, firefighters etc.)
- B. Excluded from the bargaining unit are any probationary, seasonal, part-time employees, elected officials and any supervisory, administrative or confidential employees as defined by NRS Chapter 288.
- C. The Union unconditionally pledges that neither it nor any of its members will authorize any strike, work slow down or sickout as defined by NRS 288.070 and the City also pledges that it will not cause or permit any lockout.

Article 3 – Non-Discrimination

- A. The City and Union will not interfere with, or discriminate against, any employee because of membership or non-membership in the Union, or because the

employee engages or refrains from engaging in any activity protected by NRS 288.

- B. The parties to this agreement will not discriminate because of race, color, religion, sex, age, physical or visual handicap, or because of political or personal reasons or affiliations.
- C. This Article and alleged violations thereof are not subject to the grievance procedures set forth in this agreement. This does not preclude the employee or employee organization from pursuing remedy to the alleged violation through other means.

Article 4 – Management Rights

The Union agrees that the City has the unlimited right without negotiation to carry out those management decisions, functions and prerogatives listed in NRS 288.150 (3) and decisions of the State of Nevada Local Government Employee Management Relations Board (hereinafter EMRB) including but not limited to the right to hire, direct assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline; the right to reduce in force or lay off any employee because of lack of work, lack of money or department reorganization subject to the requirement to negotiate over the impact or effects of such decisions on affected employees; the right to determine appropriate staffing levels and work performance standards, except for safety considerations; the content of the workday, including without limitation work load factors, except for safety considerations; the quality and quantity of services to be offered to the public and the means and methods of offering those services; safety of the public evaluation decisions; decisions to subcontract or consolidate subject to the requirement to negotiate over the impact or effects of such decisions; and disciplinary decisions subject to Article 24 Disciplinary and Discharge Procedures.

Article 5 – Employee Dues Deductions

- A. Upon receipt of a written authorization voluntarily executed by an employee, the City will deduct monthly Union dues from the salary of an employee who so requests, and transmit said monies to the Union. The parties shall agree upon the written form for check off dues authorization.
- B. The Union and affected employees shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorney's fees), suits and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which may arise out of or by reason of any action taken or not taken by the City pursuant to paragraph A above.

- C. Union agrees to refund any amounts paid to it in error from payroll deduction after presentation of proper evidence thereof.

Article 6 – Union Activity

- A. The City will furnish a reasonable sized bulletin board for each authorized employee break area designated by the City for use by the Union to enable employees in the bargaining unit to see notices posted thereon.
- B. The Union’s use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business. The Union shall not post any matter derogatory to the City or its officials.
- C. A non-employee representative of the Union may meet with employees on City property during any non-work time such as rest or lunch breaks.
- D. City shall grant at the Unions request time off for a bargaining unit employee to attend to Union business. Such request shall not be for more that one (1) employee on any given day and shall not be for more than a total five (5) days in any fiscal year. Union shall be responsible for the wages of the employee with any request.

Article 7 – Union Shop Stewards

- A. Union Shop Steward(s) will be appointed by the Business Manager of IBEW Local 1245, Union shall notify the City, in writing, of any appointments to Shop Steward. All appointments shall become effective immediately upon notification of the City.
- B. Except as hereinafter provided, one (1) Union Steward will be released by the City Manager or designee from duty without loss of pay or accrued leave time to conduct Union business in connection with the bargaining unit up to a maximum of 12 hours per fiscal year (total of all stewards). The Steward must receive advance written approval for release from duty. Such approval shall not be granted if the City determines that operational demands prohibit granting the request. Such denial of release time shall not be used as to deny an employee of representation by a Union Steward. Such release time shall be without pay (beyond the aforementioned 12 hours per fiscal year) although, the City shall continue contributions for the fringe benefits (retirement, medical, accruals of leave, etc.) of the employee.
- C. Union business, for the purpose of “C” above, shall be limited to the representation of bargaining unit employees during grievance hearings, disciplinary meetings and attendance at Labor/Management Meetings.

Article 8 - Labor Management Committee

- A. A committee consisting of the City and the Union (not to exceed 2 bargaining unit employees) and the Union Business Representative may meet monthly or less frequently during non-work hours. The meetings shall be for the purpose of:
 - 1. Discussing the administration of this agreement;
 - 2. Exchanging general information of interest to the parties;
 - 3. Giving Union representatives the opportunity to share the views of the members and/or make suggestions on subjects of interest to their members.
- B. Time spent by Union members on this committee shall not be considered hours worked.
- C. Such meetings shall not constitute negotiations pursuant to NRS Chapter 288 and any disagreements at such meetings are not subject to the grievance procedure in this Agreement.
- D. Meetings may be called either by the City or Union.

Article 9 – Job Announcements

- A. When a new bargaining unit position is created or an existing bargaining unit position becomes vacant, the City Manager shall determine if the new position or vacancy is to be filled by intra-department promotion, City-wide promotion or open application. This determination is not subject to the grievance procedure in the Agreement.
- B. Once a determination is made to fill a new or vacant bargaining unit position, the City shall post job vacancy announcements for the position at least 5 calendar days before the position is to be filled. Copies of all job announcements will be posted on Union bulletin boards. Job announcements may be simultaneously posted in other locations and advertised in Nevada newspapers of general circulation.
- C. When filling positions the City may hire qualified candidates from within and without City employment at the sole discretion of the City Manager. The decision is not subject to the grievance procedure in this Agreement.

Article 10 – Compensation

A. Compensation

1. The FY 2009-2011 salary schedules are attached as Appendix B-8, 9 and 10;
2. Effective July 1, 2008 the parties have agreed to:
 - a. FY 2009: There shall be a 4% increase to the 2007-2008 salary schedule as computed in prior years effective the first full pay period following July 1, 2008, attached as Appendix B-8;
 - b. FY2010: There shall be a 4% increase to the 2008-2009 salary schedule as computed in prior years effective the first full pay period following July 1, 2009, attached as Appendix B-9;
 - c. FY 2011: There shall be a 4% increase to the 2009-2010 salary schedule as computed in prior years effective the first full pay period following July 1, 2010, attached as Appendix B-10;
3. Step movement is conditioned on standard or better performance on the employee's anniversary/hire date. The evaluation is not subject to the grievance procedure in this agreement. Current employees will have their anniversary date for purposes of merit/step increases changed from their hire date to July 1st. New employees hired after October 1, 2000 have their anniversary date corresponding to their hire date;
4. Effective date of step movement is the first full pay period following the employee's anniversary/hire date.
5. There is 2.5% between steps.
6. The projected annual rate is for illustrative purposes only and assumes the employee works 2,080 hours per year.
7. New hires with no previous experience will be placed at step 1 of the employee's classification/grade.
8. Employees promoting between grades shall begin at the step which is to the nearest dollar at least 5% above the employee's current hourly rate.
9. Salary steps are in lieu of longevity pay.

B. Certification

For certifications received after July 1, 1999 the City will pay a one-time \$500 bonus per certificate (not added to salary schedule) for Water Distribution Operator grade I & II and Wastewater Treatment Plant Operator grade I & II subject to prior approval of the City for the

employee to seek and obtain the certificate. Certifications for Water Treatment I and II are added to this section for certifications received after July 1, 2002 where the employee receives prior written approval for such certification. Such additional certifications are paid in the same manner, i.e. a one-time bonus per certificate (not added to salary schedule). The City will pay the cost of the training leading to the above certificates. The bonus will be paid in the paycheck after confirmation by the City that the certificate has been obtained.

Article 11 – Overtime, Standby and Callback

- A. Employees covered by the Agreement who work in excess of 40 hours in a seven day work period or in excess of the regularly scheduled daily shift shall be paid one and one-half their regularly hourly rate. All overtime must be approved in writing by the employee’s Department Head prior to the commencement of such overtime work.
- B. For purposes of this Article, time actually worked shall be considered time worked for purposes of calculating overtime. Paid and unpaid leaves and vacations do not qualify as “time actually worked.” Unworked holidays listed in Article 13 [8] are considered time actually worked for purposes of this article.
- C. If an employee is required to return to work after completing a normal work day and departing the assigned work location the employee shall be compensated a minimum 1 hour[s] of pay at the regular or overtime rate depending on the number of hours worked during the seven day work period.
- D. The seven day work period shall begin on each Sunday at 12:00 midnight and shall end at 11:59 on the following Sunday.
- E. All standby-hours ordered by the City will be paid at \$1.50 per hour. If called back to work standby pay ceases. Employees required to work on a holiday listed Article 13 are paid in accordance with Article 13 and do not receive standby pay for hours worked on the holiday.

Article 12 – Annual Leave

- A. Employees with less than Five (5) Years of Service
 - 1. All full time employees shall accrue vacation leave at the rate of 5/6 of a working day for each completed month of employment.
 - 2. No vacation leave may be used during the first 6 months of employment with the city.
- B. Employees after Five (5) Years of Service

All full time employees shall accrue vacation leave at the rate of 1 ¼ working days not to exceed 10 hours for each completed month of employment.

C. Employees after Ten (10) Years of Service

All full time employees shall accrue vacation leave at the rate of 1 ½ working days not exceed 12 hours for each completed month of employment.

D. Employees after Fifteen (15) Years of Service

All full time employees shall accrue vacation at the rate of 1 ¾ working days not to exceed 14 hours for each completed month of employment.

E. Employees terminating employment with the City will be paid for all accrued vacation leave at the employees' regular hourly rate at the effective date of the termination.

F. Upon death of an employee, the City will pay all accrued vacation leave at the employee's regular hourly rate at the date of death to the employee's most recently designated beneficiary on file with the City or if no designated beneficiary to the employee's estate.

G. Maximum accrual of vacation leave is 240 hours.

H. Use of accrued annual leave is subject to the prior written approval of the employee's Department Head.

Article 13 – Holidays and Holiday Pay

A. All employees shall receive one working days' pay for the holidays listed below:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving (Family Day)
- Christmas Day

Any other day, or portion thereof (which shall be a paid holiday for only the portion of the day so declared), that may be designated by the City Council.

- B. Any employee who is required to work on a holiday shall receive his/her regular rate of pay for all hours worked plus 1 ½ times his/her regular rate of pay or compensatory time off at time and one-half, at the City's option, after consultation with the employee.
- C. If a holiday falls during the time an employee is on leave such holiday shall not be charged as leave.
- D. There shall be holiday pay only for the actual day the City observes the holiday listed in (A).

Article 14 – Sick Leave

- A. The City and the Union agree that all full-time employees shall accrue 3.6923 hours of sick leave per pay period, and ninety-six (96) hours annually, maximum. Employee shall be paid their current hourly rate for each hour of sick leave used.
- B. Upon approval of the City, sick leave may be used by employees who are:
 - 1. Incapacitated from the performance of their duties by illness or injury; or
 - 2. Whose attendance is prevented by public health requirements; or
 - 3. Who are required to absent themselves from work for the purpose of keeping an appointment with a doctor; or
 - 4. Who are required to absent themselves from work to attend the funeral of a member of their immediate family, five (5) days limit per event; or
 - 5. Who are required to absent themselves from work to personally care for, or attend to, a member of their immediate family in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, limited to a total of not more than three (3) days per annum.
 - 6. The above limitations on the use of sick leave pay may be waived by the City in the event of extenuating circumstances.
- C. All sick leave shall be approved by the City Manager or the employee's immediate supervisor. Employees who do not become ill on the job shall call in at least 30 minutes before the beginning of their shift.
- D. Any full-time employee who has exhausted his/her accumulated sick leave may be granted the use of his/her accrued annual leave, or leave without pay. With the

exception of sick leave depletion, annual leave shall not be used in place of sick leave.

- E. Immediate family shall be defined as the spouse, parent, brother, sister, child, stepchild, mother/father-in-law, or any other relative of the employee who has resided with the employee immediately preceding the event or condition for which family sick leave is requested.
- F. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken they may be required to provide evidence of being physically, mentally, or emotionally able to perform their duties before returning to work. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination.
- G. Any employee using 8 hours or less of sick/family sick leave during any fiscal year shall be credited with one personal day off with pay to be used or lost within one year.
- H. Sick leave/retirement upon Nevada PERS retirement from City of Yerington covered employees with ten or more years of service shall be entitled to payment for unused sick leave in excess of 30 days, calculating using the employee's basic hourly rate of pay as of the effective date of Nevada PERS retirement, not to exceed \$1,000 for 10 years or more.

Article 15 – Leave of Absence

- A. Leave of Absence Without Pay
 - 1. Leave without pay may be granted only to an employee who desires to return to City service.
 - 2. Leave without pay of less than 30 days may be granted by the City Manager.
 - 3. Leave without pay of 30 days or more may be granted for the good of the public service as determined by the City Council.
 - 4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.
 - 5. Employees on leave of absence without pay shall not accrue any paid leaves and shall be solely liable for prepaying monthly group insurance

premiums for the employee and any covered dependents with a cashiers check not later than the 5th day of each month or such coverage is subject to immediate termination.

6. The denial of leave of absence without pay is not subject to the grievance procedure in this Agreement.

B. Military Leave

Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

C. Jury Duty

Employees will not suffer loss of pay while on jury duty, so long as the employee first pays/endorsees any jury fees over to the City. Time while serving on jury duty shall not constitute hours worked for purposes of computing overtime compensation.

D. Unauthorized Absence

An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.

Article 16 – Leave for Work Related Injury

When any employee of the City is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada of the Nevada Revised Statutes (NRS) and for any sick leave benefit:

- A. All eligible employees shall be covered by a worker's compensation program of the City's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
- B. In the event an employee is absent from work due to a service related disability, approved pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, the employee may receive, in addition to the SIIA benefit provided pursuant to Chapters 616 or 617, supplemental compensation from the City commencing the first day the employee is absent from work, but to exceed 10 working days. During this period, the employee shall not forfeit any accrued sick leave. Such supplemental compensation shall be in an amount equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement of medical or hospital expenses, and the

employee's salary prior to the injury or illness. Successful completion of the probationary period is required to qualify for the supplemental compensation from the City. No supplemental compensation shall be paid until the employee's workers compensation temporary disability benefit check has been deposited with the City Treasurer.

- C. After the 10 day period specified in paragraph B above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapters 616 or 617 of the Nevada Revised Statutes for that pay period.
- D. If an employee elects to use accrued sick leave while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes, the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement or payment of medical or hospital expenses, and the employees salary prior to the injury or illness.
- E. An employee of the City may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

Article 17 – Group Health Insurance

- A. After the waiting period provided for by the group health insurance plan, all employees covered by this agreement shall participate and enroll in the City's group health insurance plan; provided, however, that such employee is not excluded from enrollment by the terms and conditions of the insurance contract.
- B. The City shall pay up to a maximum cap for employee only premium for group health insurance including hospitalization, vision and dental insurance as established for all City of Yerington employees for the term of this agreement as follows:

<i>If the Employee selects</i>	<i>City Capped Contribution</i>
a. The \$250.00 deductible plan	\$550.00 for FY 2009-2011
b. The \$500.00 deductible plan	\$600.00 for FY 2009-2010 \$625.00 for FY 2011
c. The \$750.00 deductible plan	\$625.00 for FY 2009-2010 \$650.00 for FY 2011

The employee shall be liable via automatic payroll deduction for any increases above the above monthly premium and all of the cost of the premium for group health insurance dependent coverage. Upon termination from City employment the employee shall have the option of continuing group insurance coverage at his sole expense under the terms and conditions of COBRA.

- C. Current benefit levels will not be decreased without first negotiating such change with the Union.

Article 18 – Group Life Insurance

The City shall pay 100% of the cost of the premium for a \$25,000.00 Group Term Life Insurance Policy for employees covered by this Agreement.

Article 19 – Retirement

All eligible employees covered by this agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules and regulations of that system. This article is not subject to the grievance procedure in this Agreement.

Article 20 – Training Programs

All hours an employee is physically present at mandatory training excluding any breaks, travel time, meals or other non-training time are considered hours worked and are subject to pay at the employee's regular hourly rate.

Article 21 – Private Automobiles

Where an employee is required by a Department Head to use his/her private automobile in the performance of City business, he/she shall be reimbursed at the rate established by the Nevada Revised Statutes for each mile actually traveled in the performance of such City business. In the event an employee is required to use a passenger vehicle in the performance of his/her job, the City will make every effort to provide a City vehicle for use.

Article 22 – Licensing

The renewing of any license or certification required by the City to perform essential job functions shall be paid by the City.

Article 23 – Uniforms/Clothing

The City will provide and maintain any uniforms required by the City.

Article 24 – Disciplinary and Discharge Procedures

- A. No post probationary employee covered by this agreement shall be disciplined, suspended or terminated without just cause and without the reason for such disciplinary actions being specified in writing to the employee and the Union.
- B. No disciplinary document shall be placed into the employee’s personnel file without first being presented to and copied to the employee and securing the employee’s signature or refusal to sign for receipt thereof. Written reprimands will be removed from the personnel file within 3 years if there is no intervening written reprimand or other similar disciplinary action in which case removal shall not occur until 3 years after the date of the most recent disciplinary action or written reprimand.
- C. The City will follow a system of progressive discipline for post probationary employees except in those cases where the City determines that immediate suspension, demotion or termination may be warranted based on the seriousness of the misconduct. The City will provide the employee and Union written notice of charges and an opportunity for an informal predisciplinary hearing prior to any termination of employment. The employee and the supervisor initiating the discipline will be required to truthfully respond to any questions by the City and the employee’s representative which are related to the alleged misconduct.
- D. The post-probationary employee may appeal any disciplinary action through the grievance procedure.

Article 25 – Grievance Procedure

- A. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
 - 2. Both parties encourage employees to resolve their problems with their Department Head whenever possible. The provisions of this article are not intended to preclude an employee from informally discussing a problem with his or her immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.
- B. Formal Procedure
 - 1. Definitions

a. A “grievance” is an alleged violation of the express terms of this agreement and does not include alleged statutory violations of the NRS. A grievance shall not be used to resolve a dispute for which there is a statutory remedy, i.e. issues over which the EMRB has jurisdiction. The form for tracking grievances shall be approved by the City and Union.

b. “Days” as used in this Article are workdays and exclude weekends and recognized holidays. Vacation or sick leave are not excluded from the computation of “days.”

c. “Grievant” is the Union or post-probationary employee(s) covered by this agreement.

d. “City” includes department head, City Manager or City Council.

2. Level One – Department Head

a. The grievant shall file a written grievance with his/her Department Head within twenty (20) days after grievant’s knowledge of the grievance or the facts giving rise to the grievance specifying exactly which provision(s) of this agreement have allegedly been violated including the factual basis for the alleged violation(s) and the remedy sought. The granting of a grievance at this level is subject to the approval of the City Manager.

b. The Department Head shall meet with the grievant and a representative of the Union within ten (10) days to discuss the grievance, and shall respond in writing to the grievant, the Union, and the City Manager within ten (10) days following the level one meeting.

c. In the event a grievance does not involve the Department Head the grievance will be filed at level two.

3. Level Two- City Managers

If the grievant is not satisfied with the disposition of the grievance by the Department Head, the grievant may within ten (10) days after receipt of the written answer from the Department Head, submit the grievance in writing to the City Manager. The City Manager or designee shall meet with the grievant and the immediate supervisor within twenty (20) days of receipt of the notice moving the grievance to Level Two and shall submit a written answer to the grievant within ten (10) days after the completion of the level 2 meeting. In the event that the grievance is regarding dismissal, the matter shall be appealed directly to Level Two within the time frames and in accordance with the procedures set forth in Level One.

4. Level Three – Mediation

If requested by the grievant in writing within five (5) working days following receipt of the Level 2 decision the dispute will be referred to mediation with the FMCS. Mediation will be non-binding unless the parties agree in writing to binding mediation. Any fees imposed by FMCS will be equally split by the parties.

5. Level Four – City Council

If the grievant is not satisfied with the disposition of the grievance by the City Manager, the grievant may within ten (10) days after receipt of the written answer from the City Manager or conclusion of mediation, submit the grievance in writing to the City council. The city Council shall address the grievance at a regularly scheduled meeting in executive session for which a legal agenda can be posted but no later than 30 days after receipt of the grievant's appeal from Level 2. The City Council shall meet with the grievant and the City Manager and shall submit a written answer to the grievant writing twenty (20) days after the completion of the Level Three hearing. Findings of the city Council shall be final and binding.

C. General Provisions

1. The grievant may be represented by a representative of his choosing at any level of the grievance process. When the Union represents the grievant in any disciplinary action, communications from the City regarding the grievance shall be copies to the Union representative.
2. No reprisals shall be taken by either the grievant, Union, or the City, or the City's agents, against any participant in the grievance procedure by reason of such participation.
3. The City shall make all non-confidential documents that are relevant to any grievance available to the Union or employee upon receipt of a written request for information signed by the employee.
4. Failure of the grievant to comply with the time frames in this Article shall cause the grievance to be forfeited. Failure of the City to timely respond to any grievance within the time frames in this Article shall cause the grievance to automatically be moved to the next step as if the grievance had been timely denied. The parties may agree in writing to extend, decrease or otherwise modify any required time frames.
5. This grievance procedure is the sole remedy for any grievance.

6. If joint meetings or hearings are called by the City during regular work hours, no aggrieved party or his/her employee representative shall be subject to a salary deduction because of attending such meetings or hearings.
7. The filing of a grievance does not stay or postpone the action taken by the City which is the basis or ground of the grievance.

Article 26 – Layoff and Recall

A. Layoff

The following procedures shall be followed when the City council determines that layoffs are to occur due to lack of funds or lack of work:

1. The City Council, after consulting with the City Manager and Department Heads shall determine whether the layoff shall be implemented on a City-wide basis; or in one or more departments, work groups or job classifications. When the scope of the layoff is determined, affected employees shall be selected for layoff based on length of city service within the classification affected by the layoff.
2. Regular employees shall not be laid off until all temporary, seasonal probationary and part time employees in the affected classifications have been separated from the City service.
3. The City Manager shall notify those employees to be laid off two (2) calendar weeks prior to the effective date of any such layoff.

B. Recall

1. An employee laid off under this Article shall have his/her name placed on a City reemployment list for a period of 12 months from the effective date of the layoff. If the positions in which the layoffs occurred become available, those laid off employees on the reemployment list who occupied those positions prior to the layoff shall be eligible for reemployment in reverse order of layoff. If two or more employees were laid off at the same time eligibility for reemployment shall be based on length of City service. An employee rehired from a valid reemployment list to his/her former position shall receive his/her prior salary. Employees on the reemployment list who are selected for rehire shall be notified by certified mail, return receipt requested, at their last known address, shall within 10 calendar days of receipt respond affirmatively by certified mail or in person that they are accepting reemployment. Failure to respond in a timely manner will mean that the person has refused the reemployment

offer. The person's name shall be removed from the reemployment list. An employee must return to work within 2 weeks of acceptance of the offer.

2. Upon rehire or reemployment after layoff, the time that the person was on layoff shall be counted as a break in service.

Article 27 – Savings Clause

- A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed valid except to the extent expressly invalidated by the court, and all other provisions will continue in full force and effect. The parties shall immediately meet to negotiate regarding the invalidated language unless it would be unlawful to do so or the language does not involve a mandatory subject of bargaining.
- B. It is intended that this Agreement sets forth the complete understanding of the parties regarding the matters included herein and terminates all prior arrangements and practices.
- C. During the term of this Agreement specifically listed benefits contained in the agreement will not be changed except by mutual written agreement.
- D. Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in the Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this agreement.

Article 28 – Duration of Agreement

This agreement shall be effective the first full pay period following July 1, 2008 and remain in effect until June 30, 2011.

Dated this ____ day of _____, 2008.

City of Yerington

By: _____
Mayor

By: _____
City Manager

Union

By: _____
Negotiating Committee

By: _____
Negotiating Committee

By: _____
Business Representative IBEW 1245

By: _____
Business Manager IBEW 1245

Approved:

By: _____
International President IBEW

Appendix A – Bargaining Unit Classifications

	Grade
1) Park and Recreation Crew Person/Laborer	Grade 1
2) Police Confidential Secretary	Grade 2
3) Deputy City Clerk/Bookkeeper	Grade 2
4) Deputy City Clerk/Accounts Receivable	Grade 2
5) Municipal Court Clerk	Grade 3
6) Utility Crew Person/Mechanic	Grade 4
7) Building Inspector	Grade 5

