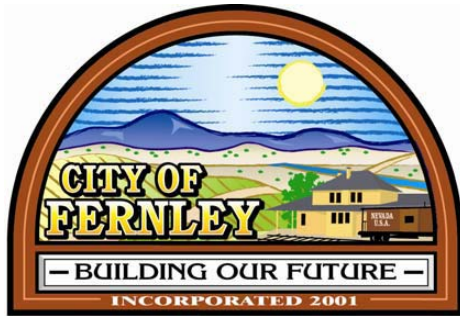


**AGREEMENT BETWEEN**  
**CITY OF FERNLEY**



**AND**

**LOCAL UNION 1245 OF**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS, AFL-CIO**



**JULY 1, 2011 - JUNE 30, 2012**

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## **PREAMBLE**

This Agreement by and between the City of Fernley, hereinafter referred to as the City, and Local Union 1245 of International Brotherhood of Electrical Workers (IBEW), affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City; and,

WHEREAS, the City is engaged in furnishing public services essential to health, safety and welfare of the residents of the City; and,

WHEREAS, the City, its employees and the representatives of its employees have a high degree of responsibility to the public.

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy.

### **I. RECOGNITION OF BARGAINING UNIT REPRESENTATIVE**

#### **Recognition**

In accordance with the provisions of NRS 288, the City recognizes the Union as the exclusive collective bargaining representative of those regular full-time employees in the classifications set forth below and excluding any part-time, seasonal, temporary, supervisory, administrative and confidential employees. This recognition is granted for the period during which the Union qualifies as the exclusive representative of those employees under provisions of NRS 288.

#### **New Employee Information**

The City shall provide within thirty (30) calendar days to the Union the name, classification, and department of each new hire by the City who would be eligible for inclusion into the unit. All information furnished is for the exclusive use of the Union and shall not be used for another purpose or be given to any other person or organization without the expressed written approval of the employee involved.

## **Scope of Bargaining Unit**

For the purpose of collective bargaining as defined in NRS 288, the City shall recognize the Union as the exclusive representative for those classifications set forth in Appendix A. New classifications, which are appropriate for inclusion in the Bargaining Unit, may be established in the future and representation shall be automatic after establishment of the new classification and rate of pay.

## **Definition of Employees**

Provisions of this Agreement shall be limited in their application to employees of the City as described above. When the words “employee” and “employees” are used in this Agreement, they shall be construed to refer only to employees described above, unless otherwise noted.

## **Dues Deduction**

The City shall deduct from their wages and forward to the Union (IBEW) offices, as directed by the Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by the City and the Union.

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 the above paragraph.

## **No Discrimination**

It is the policy of the City and the Union not to discriminate against any employee because of race, creed, color, religion, marital status, sex, age, color, national origin, disability, eligibility for military service, sexual orientation, genetic information, domestic partnership or any other basis, and/or for either joining or not joining the Union.

## **II. PERSONNEL RULES AND REGULATIONS**

The City and the Union have reviewed the various drafts of the Personnel Policy Manual (03-21-07) and agree that all of the items apply to the employees in the Bargaining Unit and any unique items shall be noted in this Agreement. Those items that pertain to the exclusive right of the Union to negotiate shall not be changed without appropriate negotiations.

The following items were moved to the Personnel Policy Manual (07-10-00):

**Length of Service** – The definition of this term is added to Section 7. Length of Service shall be inclusive of original hire dates with the City prior to the Agreement.

**Temporary Assignment Pay** – After three (3) consecutive days of a temporary assignment made pursuant to section 4.8.1 of the Personnel Policy Manual, an employee shall be entitled to Temporary Assignment pay as provided in section 4.8.1 of the Personnel Policy Manual.

**Special Assignment Pay** – Special assignment pay is available to Bargaining Unit employees as provided in section 4.8.2 of the Personnel Policy Manual.

**Vehicle Usage Policy** – Vehicle usage is available to Bargaining Unit employees as provided in section 6.12 of the Personnel Policy Manual.

**Layoff and Recall** – Except as provided herein layoff and recall of Bargaining Unit employees will be conducted as provided in section 6.5 of the Personnel Policy Manual.

Upon being laid off, an employee with City Manager, or designee, approval may elect transfer or demotion to any bargaining unit position with the City for which the employee possesses the qualifications, ability to perform the work, has more length of service at the City than the incumbent bargaining unit employee, and previously worked in said position through completion of the probationary period.

**Work Week** – Except as provided herein the workweek of Bargaining Unit employees as provided in section 4.2 of the Personnel Policy Manual.

- a. The City's work week begins 12:00 A.M. Saturday morning and continues seven consecutive days until Friday at Midnight. Each work day begins at 12:00 A.M. and ends at Midnight each calendar day.
- b. **Scheduled Work Week:** The normal work week for full time employees is five (5) consecutive eight (8) hour scheduled work days and two (2) designated days off within calendar work week or four (4) consecutive ten (10) hour scheduled work days and three (3) designated days off within calendar work week or a 9/80's schedule where employees would work five (5) consecutive days (four nine (9) hour days and one (1) eight (8) hour day followed by two (2) days off and the week following work four (4) consecutive nine (9) hour days with three (3) consecutive days off. The City may change scheduled work weeks from five (5) to four (4) days , from four (4) days to five (5) days or to the 9/80's schedule, with fifteen (15) calendar day's written notice to the Union and affected employees.

The City will meet and confer with the Union prior to implementing other alternative work schedules not addressed herein.

**Work Schedule** – Except as provided herein work schedule as provided in section 4.3 of the Personnel Policy Manual:

**Comp Time** – Employees may elect compensatory time off in lieu of overtime pay which would be subject to prior written approval of the employee's Department head or designee. Compensatory time off must be used by the end of the next pay period following the pay period in which earned or it will be paid at the overtime rate. The employee's Department head or designee may for good cause extend the time to use compensatory time off one (1) additional pay period. Approval of compensatory time off is subject to the operational requirements of the City and denial is not subject to the grievance procedure. Compensatory time off is not available where an employee's position must be covered with overtime.

**Section 4-11 Overtime Pay: Callback overtime shall apply where:**

- a. The employee is officially ordered to report to work by the Department Head or designee on a day when no work was scheduled for that employee excluding (d) below;
- b. Except as it may conflict with Nevada Administrative Code 284.214, callback pay is defined as compensation earned for returning to duty after the employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.; or,
- c. On a regularly scheduled workday, the employee is officially ordered to report to work by the Department head or designee more than 1 hour after his/her regularly scheduled work.
- d. Scheduled overtime: Work outside of and in addition to an employee's regularly scheduled workday, which is scheduled more than 12 hours before the start of the scheduled workday.
- e. Callback overtime is compensation subject to Nevada PERS while extension of the workday overtime is not compensation subject to Nevada PERS.

- f. If an employee is subject to callback as defined in (b) and (c) above the employee shall be compensated a minimum of 2 hours of pay at the regular or overtime rate depending on the number of hours worked during the seven day work period. Limit 1 minimum 2 hour callback per 24 hour period commencing with the beginning of the first callback. Subsequent callbacks during this 24 hour period computed at actual time worked.

### **Employee Dress and Uniforms**

The City may require uniforms for employees in individual departments. Any required uniforms will be purchased and maintained by the City at City expense. Each employee is expected to dress and groom appropriately for the job, presenting a clean and neat appearance. An employee unsure about appropriate attire or grooming should consult with his/her supervisor or Department Head.

The city will establish standards as to proper attire and grooming. Special requirements for reasons of safety may also be established. If the employee feels aggrieved by the dress and grooming requirements of his/her department, s/he may use the concern resolution procedure in the City's personnel policies.

In setting standards for dress and grooming, Department Heads will consider the following factors:

- a. The nature of the work.
- b. Safety considerations, such as necessary precautions when with or near machinery.
- c. The nature of the employee's public contact, if any,

When an employee's dress or grooming does not comply with established standards. It will be discussed with the employee. If continued counseling fails to bring the desired response, the Department Head may initiate disciplinary actions. An employee who disagrees with a Department Head's judgment on matters of dress and grooming shall have recourse through the concern resolution procedure contained in the City's personnel policies.

### **Bargaining Unit Vacancies**

It is the intent of the City to continue the practice of filling job vacancies of bargaining unit classifications by promoting or transferring qualified employees from within.

Vacancies (as determined by the City to exist) which will last more than thirty (30) days shall be posted on the bulletin board at each City building for a period of five (5) workdays. The notice of vacancy shall be dated.

Any regular or probationary employee who desires consideration must notify the Department Head or Human Resources in writing within fourteen (14) calendar days of the date of posting. Application/bid forms will be provided by the City to be filled out by the employee/bidder. Qualifications for promotion or transfer to a vacant position will be determined based on the classification description of the vacant position. Employees may be requested to participate in interviews and/or testing to assess whether their qualifications meet those required in the classification description. Where the above does not meet the needs of the City or Union, the City and Union shall meet and confer to attempt to resolve the issue.

1. Testing shall be standardized for each classification description and consistent for each posting.
2. Completed tests and interview questions and notes of interviewers shall be made available to Union upon request.

Where qualified, available regular or probationary employees bid for a job opening and past performance and qualifications of employees are relatively equal, the applicant with the greatest total length of continuous service, shall be awarded the job.

In the event a qualified regular or probationary employee does not bid for the posted vacancy within the allotted fourteen (14) calendar days provided, the City will then be free to fill the vacancy from any available source.

A temporary appointment to a vacancy shall, if practicable, be given to the regular or probationary employee who would be awarded the vacancy on a permanent basis.

### **III. CONTINUITY OF SERVICE**

The City is engaged in rendering a mix of services to the public, and Union and City recognize that there is an obligation on each party for continuous rendition and availability of such services.

The duties performed by employees of the city as part of their employment pertain to and are essential in the operation of a public entity and the welfare of the public dependent thereon. During the term of this Agreement, Union shall not call upon or authorize or encourage or permit employees individually or collectively to cease or abstain from the performance of their duties for the City, and City shall not cause any lockout pursuant to NRS 288.



Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the City and its service to the public, and shall cooperate in promoting and advancing the welfare of City and preserve the continuity of its service to the public at all times.

Consistent with the provisions of this section, the parties recognize that the Union, city and all employees are mutually obligated to promote efficiency in the City's operations and harmony among the City's employees.

#### **IV. DEFINITIONS**

For the purpose of the Agreement, a regular full-time employee is defined as an employee who has completed six (6) months of service with the City.

The city's employment of part-time employees shall:

1. Not be positions in the Bargaining Unit such as but not limited to Utility Worker I (part-time), unless negotiations have taken place with the Union; and,
2. Not result in the loss of regular full-time employment of regular full-time employees. Part-time employees in the Bargaining Unit shall be paid the beginning hourly wage rates for the approved position, established in the Agreement for the work performed.

From July 1, 2011 until June 30, 2012 the City may use State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Services, Community Work Experience Program (CWEP) participants with the following understanding.

1. Should the number of represented employees at the City, or in any Department thereof, be reduced, participation in the CWEP program shall cease at the end of the pay period where reduction occurred.
2. No represented employees will be laid off or have their work hours reduced as a result of the City using CWEP participants.
3. CWEP participants may not work overtime.
4. CWEP participants who have felony records will not be allowed.
5. If not provided by Division of Welfare and Supportive Services the City will subject prospective participants to pre employment drug screens.

6. No more than two (2) CWEP participants shall be utilized by the City at any given time.

## **V. WAGES**

The salary rate table in effect June 30, 2011 for the period July 1, 2011 to June 30, 2012. Appendix A shall have three additional steps added to the top (J, K, L) each step shall show a four (4) percent above the step previous.

There will be no C.O.L.A. or salary range/step movement on Appendix A to the IBEW contract for the period July 1, 2011 to June 30, 2012.

The City agrees there will be no C.O.L.A. or salary range/step movement for other City employees except as required by City Ordinance and/or individual employment contracts for the period July 1, 2011 to June 30, 2012.

The City agrees that there will be no layoffs of bargaining unit positions during the period July 1, 2011 to June 30, 2012 except for unanticipated 1) operational or financial emergency(s); or 2) lack of funds caused by unanticipated reductions in budgeted revenues requiring reduction in force during FY 2012. The City would meet and confer with the Union to attempt to minimize the effects of any layoffs on bargaining unit employees prior to implementation of any reduction in force in FY 2012.

### **Water Treatment Operator Duties and Wages**

During 2011 City performed a Wage and Salary survey on Water Treatment Operators. On implementation of new salary ranges employee will be paid to the nearest dollar equal to or above the employee's current hourly rate. As a result of the study no bargaining unit employee will be paid less than their current hourly rate. Any new pay ranges will be within the current salary rate table (Appendix A).

### **Salary Step Administration**

- A. In most instances, new employees will be appointed at Step A of the salary range. In cases where a candidate has exceptional experience and/or education, appointment at a higher step may be considered by the appointing authority.
- B. Movement in the range will be one (1) year from each increment, providing that the employee's performance evaluation is satisfactory or better.

- C. Promotions to a higher classification will result in an increase in pay to Step A of the new range or approximately five percent (5%), whichever is higher.
- D. When a cost of living adjustment is applied to the range, the employee's adjustment is the new rate of pay applied to the employee's current range and step.

**Employee Longevity Pay:** Employees topped out in his/her classification for a minimum of one year will be paid a \$150 longevity bonus that is not added to base pay conditioned on a standard or better annual performance evaluation. Employees may requalify for this longevity bonus on an annual basis so long as the employee remains topped out in his/her classification. Employees who meet this criteria on June 30, 2010 will continue to receive a longevity bonus until they step increase to the new Steps added to Appendix A.

**Additional Certifications:** For certifications related to the employee's job classification received after ratification and approval the City will pay a one time \$250 bonus per certificate (not added to salary schedule) for the following certifications if not already required in the employee's job description: Water Treatment I & II; Water Distribution Operator grade I & II and Wastewater Treatment Plant Operator grade I & II. Employee must obtain prior City approval before obtaining certificate. The City will pay the cost of training leading to the above certifications. Time for obtaining the above certifications will not be considered hours worked since the employee is voluntarily obtaining the certification on his/her own time. The bonus will be paid in the paycheck after confirmation by the City that the certificate has been obtained.

Note: The Union and City desire to provide a career path for City employees. In addition, the City's Personnel Policy Manual needs to be updated to reflect current needs. To this end during the contract period of July 1, 2011 to June 30, 2012, the City and Union will strive to meet the following milestones.

1. August 31, 2011 Waste Water and Water Distribution job description first draft.
2. October 1, 2011 Draft Personnel Policy Manual first draft.
3. November 1, 2011 All remaining current and agreed upon new job Descriptions first draft.
4. February 15, 2012 Final Personnel Policy Manual to Council.
5. March 1, 2012 Final Job Descriptions.

These dates may be changed upon mutual agreement of the parties.

## VI. HEALTH INSURANCE

The City will implement the HCB1020 \$1000 Deductible PPO Alternate and HMO1030 \$0 Deductible medical plans (Rx10/40/60) and Humana Dental 1 Plan Citywide effective July 1, 2011.

There are current caps on City contributions on dependent insurance during the term of this agreement (July 1, 2011 – June 30, 2012), however if the insurance rates on dependent coverage exceed the current caps (\$426.65 for E+ Spouse; \$417.25 for E+ Child/ren; \$562.85 for E+ Family) employees will be responsible to pay the excess.

All regular full-time employees shall pay twenty percent (20%) of the regular full-time employee only and eligible dependents(s) premium for health insurance coverage via automatic payroll deduction. The City shall pay eighty percent (80%) of the regular full-time employee only and eligible dependent(s) premium for health insurance coverage subject to the following capped City contributions for dependant coverage with the employee paying the excess of the following capped City dependent contributions via automatic payroll deduction:

Effective July 1,2011 capped City contributions are:

Employee only (E)	No cap (City pays 80%; employee pays 20%)
E+ Spouse	City pays 80% up to \$426.65 of dependent premium.
E + Child(ren)	City pays 80% up to \$417.25 of dependent premium.
E + Family	City pays 80% up to \$562.85 of dependent premium.
# Employee	Employee pays 20% of his/her premium and 20% of dependent premium and excess of dependent premiums above City capped contributions via automatic payroll deduction.

The parties agree that if the actual dependent premium exceeds the above capped amounts the parties will immediately commence negotiations on this Article with the employee paying any excess above the capped amounts via automatic payroll deductions during such period of negotiations. The parties will attempt to conclude any negotiations within 30 calendar days of notification of premium increases exceeding the above capped amounts including facilitation of such negotiations by a Federal Mediation & Conciliation Service (FMCS) mediator. Such negotiations are limited to Article VI Health Insurance and are subject to the impasse procedures in NRS 288.200 if the parties are unable to other wise resolve the dispute.

If an employee shows proof of coverage from an alternative group health insurance (typically from a spouse's employment) and; therefore opts not to participate in the City's insurance plan, the City shall pay the employee \$130.00 per month in lieu of paying its share of the employee's health insurance premium.

If after opting to withdraw from the City's plan, the employee loses coverage, or suffers any other qualifying event s/he shall be allowed to enroll in the City's plan pursuant to the provisions of the City's health insurance plan.

If, after opting to withdraw from the City's plan, the employee decides s/he wishes to enroll in the City's plan for any reason, such enrollment shall occur during an open enrollment period and will be subject to the insurance plans' open enrollment provisions.

## **VII. CATASTROPHIC LEAVE**

The City, in consultation with the Union, will develop a program for sharing of leave benefits among City employees in the event a City employee has a catastrophic illness and needs assistance. The program will allow employees to voluntarily donate an amount of sick leave or vacation to the ill or injured employee. The plan will provide for cashing of a donor's accrued leave and for the after-tax cash value being donated to the employee in need. The program will establish limits on the amount of leave which can be contributed, the amount of time employees must have following a donation, as well as other matters needed for fair and equitable administration of the program. Effective July 1, 2008 increase life time maximum from 720 to 900 hours.

## **VIII. SICK LEAVE**

**NOTE: the provision of the City's personnel policies governing sick leave apply to employees in the Bargaining Unit, except as modified herein.**

### **Conversion of Sick Leave**

Once each calendar year, an eligible employee may convert up to 24 hours of sick leave to vacation time. To be eligible for this program, an employee must have at least 240 hours accrued, unused sick leave available AFTER the conversion and have no record of sick leave abuse.

## **IX. VACATION CASHOUT**

**NOTE: the provision of the City's personnel policies governing vacation leave apply to employees in the Bargaining Unit, except as modified herein.**

In December of each year, an employee may cash out up to sixteen (16) hours of accrued unused vacation leave. Request for cash out must be received by the City not later than the last day of November, and payment will be made with payroll for the first pay period in December.

## **X. COMMERCIAL DRIVERS LICENSE HOLDERS**

The Union acknowledges that the City has adopted a policy governing which implements the provision of federal law governing alcohol and drug testing for holders of commercial drivers' licenses (CDL). Following negotiation, between the parties, it has been agreed that in addition to the applicable provisions of the policy, the following shall apply to the administration of the policy.

1. Consistent with any limitation provided in the federal regulations, the City will allow the presence of a Shop Steward, if immediately available, when a sample is collected.
2. If a second test of a sample (split sample) is requested by the employee and the result of the second test is positive, the employee shall reimburse the City for the cost of the second test.
3. The City shall provide affected employee and the Union notice of any change in its CDL policy.

## **XI. GRIEVANCE PROCEDURE**

**Grievance Defined:** A qualified grievance shall be defined as a dispute between the City and an employee, or the Union, arising over the interpretation of application of a specific aspect of personnel rules and regulations (including labor agreements), which is not a management right.

If the grievance is based on an appeal to a proposed discipline case of an imposed discipline case all of the issues, citations, and causes in the City's discipline process shall be addressed in this grievance process (beginning at Step 2) as the exclusive remedy for the discipline case.

Grievances as defined above shall be resolved pursuant to this procedure. In the event that there is a dispute as to whether the issue is an excluded management right or whether the issue qualifies as a grievance, the parties agree to utilize a Mediator from the Federal Mediation & Conciliation Service (FMCS).

If either party desires to have a decision from the State Employee Management Relations Board (EMRB), then that party must file a complaint with the EMRB. The process for both options above are generally at no cost; however, if there are any fees, then the parties must agree in advance to share the cost equally despite who wins.

**Processing Notes/Requirements:**

**Application of City’s Discipline Criteria** – the Union respects the City’s right to set fair and equitable discipline criteria policy as a unilateral “Management Right.”

**Representation** – In processing a grievance, an employee may be represented by him/herself, a Union Shop Steward or observer, or an outside representative such as the IBEW Business Representative or an Attorney.

**Non-discrimination** – A grievant or group of grievants shall not be discriminated against for filing a grievance.

**Timeframe** – The timeframe outlined in this document shall be followed; however, the timeframe and the term “reasonable effort” may be flexible if supported by special circumstances, such as an emergency, special projects (budgets, labor negotiations), vacations, or staffing shortages. Also, the timeframe may be modified if there are mutual agreements to extend the timeframe. If the timeframe has elapsed and if a grievant believes that a reasonable effort is not being made, then the grievant can request that the matter be heard and decided upon with two (2) working days, or the matter shall be automatically moved to the next higher step, then the grievance shall be considered closed. The term working day(s) means Monday through Friday, excluding any holidays.

**Financial Responsibility** – Fees or costs for processing a grievance shall be borne by each party, unless there is an agreement in advance. Employees authorized to attend a grievance proceeding during regular working hours shall continue normal compensation; however, proceedings conducted after working hours or on normal days off shall not be compensated unless there is approval in advance from the Department Head or the City Manager. Employees that are appealing a discipline case shall be paid for attendance of a discipline appeal if said appeal is scheduled after the employee’s assigned working hours.

**Process** – The process for resolving a qualified grievance is as follows:

Step 1: Employee or Shop Steward to Supervisor – If an employee or representative believes that s/he has a grievance, s/he shall notify the employee’s supervisor within ten (10) working days after the incident, action, or event giving rise to the grievance. Conditions for retroactivity of a resolution shall go no further in arrears than ten (10) working days in advance of the date of the grievance. The employee’s supervisor shall make a reasonable effort to reach

an acceptable solution to the problem, within five (5) working days after the grievance was initiated. If the issue is not resolved at Step 1, then a grievance may be advanced to Step 2.

Step 2: To Department Manager – If the grievance is unresolved in Step 1, or if the grievance is initiated at this step, the employee or representative shall submit a written request to the Department Manager. If the notice is initiated in Step 1, the grievance must be received within five (5) working days of receipt of the decision in Step 1. If the grievance is initiated in Step 2, then the timeframe and retroactivity provisions shall be the same as Step 1. The written request shall include a clear statement of the issue(s) involved, the impact on specific employees, the names of witnesses (if applicable), and other appropriate information to assist in resolving the grievance. The Department Manager shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The Department Manager shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 3: To City Manager – If the grievance is unresolved in Step 2, then the employee or representative shall submit a written request to the City manager within five (5) days of receiving the decision in Step 2. The City Manager shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The city Manger shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 4: To City Council – If the grievance is unresolved in Step 3, then the employee or representative shall submit a written request to the City Council within ten (10) days of receiving the decision in Step 3. The City Council will hear the matter at a public meeting within thirty (30) days of receiving the request for a hearing. City Council meetings are public meetings; however, depending on the circumstances and agreements between parties, some meetings may be closed to the public pursuant to the Nevada Revised Statutes. The City Council shall provide a written decision on the matter within thirty (30) days of hearing the issue.

Step 5: Mediation/Arbitration – If the issue is still unresolved in Step 4, within ten (10) working days of receiving the decision in Step 4, the employee or representative shall have the option to proceed to:

- A. Mediation – Mandatory participation by both parties; however, non-binding mediation does not require either party to agree or resolve the grievance, and no cost to either party unless there is an agreed upon shared cost (this may be utilizing the FMCS or the EMRB); or



B. Binding Arbitration – Mandatory participation by both parties in front of a selected Arbitrator who makes a binding decision, and the loser of the process pays for the cost of the arbitration (however, each party pays its own preparation and presentation costs, as stated in the “Financial Responsibility” section). Selection of the Arbitrator shall be as follows: The City and the Union shall receive seven (7) names from the FMCS and each shall have the ability to alternatively challenge the names (strike-off), with the party to have first choice determined by a flip of the coin. The decision of the Arbitrator is final and binding on all parties.

Note: Where the term Supervisor is used in this procedure it will be considered to be the Department Head of the grieved department.

## **XII. MANAGEMENT/LABOR COMMITTEE**

A committee consisting of the City and the Union (not to exceed three (3) employees) and the Union Business Representative shall meet quarterly during work hours or more frequently by mutual agreement. The meeting shall be for the purpose of:

1. Discussing the administration of this Agreement;
2. Health insurance benefit cost and coverage;
3. Exchanging general information of interest to the parties; and
4. Giving Union representatives the opportunity to share the views of the members and/or make suggestions of interest to their members.

## **XIII. INDEMNIFICATION**

Union agrees to refund the City any amounts paid to it in error on account of the payroll deduction provision after presentation of proper evidence thereof.

#### **XIV. SCOPE OF THE AGREEMENT**

The parties to this Agreement agree that they have had full opportunity to discuss all concerns and issues during negotiations. They do, therefore, mutually waive the right to negotiate on any further subject during the term of this Agreement without the specific written consent of both parties.

Notwithstanding any other provision of this Agreement, the Union acknowledges that the City is in the process of adopting changes to its Personnel Policy. Prior to adoption of any revision to the Personnel Policy, the City will notify the Union. During the term of this Agreement, the Union and the City will negotiate regarding any revised provision of the policy which is within the scope of mandatory bargaining upon written request from the Union.

Notwithstanding any other provision of this Agreement, the City will notify the Union of the creation of any new job class, which is: (a) currently occupied by an employee in the Bargaining Unit, or (b) a reclassification of an existing job class, which is in the Bargaining Unit. The notice will include the job description and the salary range proposed for the class. If the Union does not request to negotiate within fifteen (15) working days, the City's proposed salary range will be the range for the position for the duration of this Agreement. In no case will this paragraph be construed to grant either the City or Union any right which is not granted by NRS 288.

#### **ARTICLE XV. TERM OF AGREEMENT**

Union and City agree that this Agreement shall take effect except as provided above July 1, 2011 and shall continue until midnight, June 30, 2012, and; thereafter, remain in effect from year to year unless written notice of termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the designated representatives of the City of Fernley, and Local Union No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organization), representing the Fernley Bargaining Unit Employees.

Signed by:

City of Fernley's Representative

\_\_\_\_\_  
Fred Turnier, Interim City Manager

Date: \_\_\_\_\_

City Negotiating Team: Fred Turnier, Interim City Manager, Mel Drown, Finance Director, Celeste Wallick, Admin Services Manager.

Union Bargaining Unit Negotiating Team

Date: \_\_\_\_\_

\_\_\_\_\_  
Randy Osborn  
Business Representative

\_\_\_\_\_  
Wayne Vanassche  
Negotiating Team

\_\_\_\_\_  
Jay Freeman  
Negotiating Team

\_\_\_\_\_  
Don Castro  
Negotiating Team

IBEW Regional Office

\_\_\_\_\_  
Tom Dalzell  
Business Manager

\_\_\_\_\_  
Edwin Hill  
International President

Ratification of the Agreement  
Fernley City Council, by a vote of  
Ayes \_\_\_\_\_ Naves \_\_\_\_\_ Abstentions \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
LeRoy Goodman  
Mayor

\_\_\_\_\_  
Attest: Lena Shumway  
City Clerk

[CAR.IBEWAgmt.1yr.Contractdoc.09.11.1119.1108]