

City of Elko)
County of Elko)
State of Nevada)

SS July 14, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, July 14, 2020. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Turquoise Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilwoman Mandy Simons *arrived at 4:04 pm*
 Councilman Robert Schmidlein
 Councilman Chip Stone
 Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Jan Baum, Financial Services Director
 Susie Shurtz, Human Resources Manager
 Dale Johnson, Utilities Director
 Dennis Strickland, Public Works Director
 Dave Stanton, City Attorney
 Clark Phillips, Water/Sewer Superintendent
 Michele Rambo, Development Manager
 James Wiley, Parks and Recreation Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Matt Griego, Fire Chief
 Ty Trouten, Police Chief
 Paul Willis, Computer Information System Coordinator
 DJ Smith, Computer Information System Coordinator
 Diann Byington, Recording

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item

on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Cathy McAdoo thanked Council for the unique way of combating weed control. The goats did an excellent job on the HARP trail. She has noticed a huge increase in people using the trail and it is nice to actually see the river now.

APPROVAL OF MINUTES: June 23, 2020 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of Ms. Lynette Davis's outstanding contributions to the Elko Community, and matter related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Mayor Keener read the proclamation.

Lynette Davis, Elko High School Athletic Director, stated she is thankful for the Elko community because there no other place like. There is success in the High School because there is support from the community.

- C. Presentation by Greg Walker, Executive Managing Director, Nevada Gold Mines, in support of Nevada Phase 2 Guidelines, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Greg Walker, Executive Managing Director of Nevada Gold Mines, spoke about how COVID has affected Nevada Gold Mines. They have been in operation for one year now. It had been a challenging year. With COVID in the community, they have been doing what they can to support residents and businesses. They have supplied PPE, food for families, and now they are supplying funds for small businesses to get loans. They also gave employees bonuses in the form of Chamber Checks to encourage employees to spend it in the community. He explained the extra measures Nevada Gold Mines has been taking to ensure their employees are safe and healthy. There have been several social events in the community over the last few weeks where safety measures (such as masks) were not enforced and they should have been. He wants to see the children go back to school in the fall. The community leaders need to be responsible and do the right thing and abide by the rules.

- D. Presentation by Dr. Bryce Putnam, Elko County Health Officer, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Dr. Bryce Putnam, Elko County Health Officer, stated Nevada Gold Mines, with their policies, procedures and action plans, have effectively reduced the spread of COVID-19 in our area. They set the leadership standards from the standpoint of knowing that there are a lot of businesses out there that can run safely. We are all in this together and we all want the economy to reopen and people to be safe. There is a simple solution and that is wear a mask. One month ago, we had 37 cases. As of today, we have 277 cases. He understood that we want to have events and that it is

summertime and we want to go out and do things as normally. There is a different kind of normal right now and that means that we all have to do our part. We all have personal accountability to protect ourselves and families. We also need to respect those around us. If we all wear a mask and take it seriously, we can reduce the numbers. It is in our best interest to do what it takes to keep our economy open.

- B. Presentation by the Nevada Rural Housing Authority, and matters related thereto.
INFORMATION ITEM ONLY – NON ACTION ITEM

Diane with Nevada Rural Housing Authority, went over the programs offered and how much they have helped families become home owners. She requested the City's allocation of unused private activity bond caps to continue to fund their home ownership programs.

II. CONSENT AGENDA

- A. Review, consideration, and possible reappointment of Planning Commission members Giovanni Puccinelli and Tera Hooiman to an additional Four-Year Term, to expire July 2024, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli and Tera Hooiman's terms expire July 2020. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. Mr. Puccinelli and Ms. Hooiman have indicated an interest to continue serving on the Planning Commission. CL

- B. Ratification of Amendment No. Three (3) to Contract Dated February 26, 2019 Between Jviation, INC and The City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between the City of Elko and Jviation. Ratification of Contract Amendment No. Three (3) will cover the fees associated with Airport Improvement project AIP 52 Cares Act, which is the creation of a Title 6 Program for the airport. The Airport is required to have a Title 6 Program per NDOT Guidelines. JF

- C. Review, consideration, and possible authorization for the creation of a force account for the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

At the March 10, 2020 Council meeting, MGM was awarded a contract for the construction of the Water and Water Reclamation Facility (WRF) Shop. Due to the size and complexity of the project, Staff would like to establish a Force Account of \$100,000 to allow for the approval of Change Orders beyond our standard policy. Prior to approval, the Architect of Record for the project, as well as the Project Management Team will review all change orders for the City. DJ

- D. Review, consideration, and possible approval of Resolution No. 16-20, a Resolution providing for the transfer of the City's 2020 Private Activity Bond Cap

to the Nevada Rural Housing Authority, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has previously transferred its portion of the tax-exempt private activity bond cap to the Nevada Rural Housing Authority. This year the Nevada Rural Housing Authority is requesting the City's allocation of the bonds for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income. A request letter from Nevada Rural Housing Authority and Resolution No. 16-20 have been enclosed in the agenda packet for review. CC

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the consent agenda.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

- E. Review, consideration, and possible authorization for Staff purchase a Caterpillar D6 Dozer with GPS System, through Sourcewell Purchasing, from Cashman Equipment Company in the amount of \$476,341.56, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Caterpillar has a current Sourcewell Contract #032119-CAT, which is in effect through May 13, 2023, available for this unit. DS

Dennis Strickland, Public Works Director, explained the request.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to authorize staff to purchase a Caterpillar D6 Dozer with GPS System from Cashman Equipment Company through Sourcewell Purchasing, in the amount of \$476,341.56.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible authorization for Staff to purchase a new engine for the Landfill Caterpillar Compactor, from Cashman Equipment Company, and matters related thereto. **FOR POSSIBLE ACTION**

This is a sole source purchase; the engine is only available from Caterpillar Equipment Company. DS

Mr. Strickland explained the request.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to authorize staff to purchase a new engine for the Landfill Caterpillar Compactor from**

Cashman Equipment Company, and it will have a standard one-year unlimited hours warranty.

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible authorization for Staff solicit bids for new scales for the City of Elko Landfill, and matters related thereto. **FOR POSSIBLE ACTION**

In 2014, the City performed a scale extension adding to a 30-year-old existing set of scales. At this time, we are seeing excessive wear on the 30-year-old scales. The scales cannot be adjusted or repaired in order to be properly calibrated to meet State requirements; therefore, the scales need to be replaced. As part of this project, we will also be replacing the computer displays, as they also need to be updated. DS

Mr. Strickland explained the request.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to authorize staff to solicit bids for new scales for the City of Elko Landfill.**

The motion passed unanimously. (5-0)

- H. Review, consideration, and possible authorization for Staff to purchase an International CV515 SFA Hooklift Flex 36 Truck, through Sourcewell Purchasing, from Rush Truck Center of Idaho in the amount of \$98,760.90, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Rush Truck has a current Sourcewell Contract #081716-NV, which is effective through November 15, 2020. DJ

Dale Johnson, Utilities Director, explained the request.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to authorize staff to purchase an International CV515 SFA Hooklift Flex 36 Truck from Rush Truck Center of Idaho through Sourcewell Purchasing, in the amount of \$98,760.90.**

The motion passed unanimously. (5-0)

- I. Review, consideration, and possible action to award a bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on June 9, 2020. Bids were opened on July 6, 2020. A Bid Tabulation Sheet is provided. DJ

Mr. Johnson explained the bid tabulation sheet and indicated that High Mark Construction was the lowest responsive bidder.

**** A motion was made by Councilman Schmittlein, seconded by Councilman Hance, to award the bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, in the amount of \$453,585.50, to High Mark Construction.**

The motion passed unanimously. (5-0)

- J. Review, consideration, and possible approval of a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Administration and Construction Quality Assurance for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

At the June 9, 2020 meeting, Council approved Staff to solicit bids for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2. Bids were open on 7-6-2020. Staff recommended awarding the bid to High Mark Construction on 7-14-2020. With construction time constraints for this project Staff would like to enter into a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Management and Construction Quality Assurance. DJ

Mr. Johnson explained the agreement.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the PSA with Black Dolphin Consulting, LLC, in the amount of \$87,875 for Construction Management and Construction Quality Assurance on the Ruby View Golf Course Reuse Ponds No. 1 & 2.**

The motion passed unanimously. (5-0)

- K. Review, consideration, and possible award of the bid for the City of Elko Swimming Pool Re-roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

Bids for the Swimming Pool Re-roofing Project were opened on Monday July 6, 2020. The City received a total of two bids for the project, one of which has been deemed responsive, and one being deemed unresponsive. A bid tabulation sheet has been included in the packet for Council review. JW

James Wiley, Parks and Recreation Director, explained the project and the bid.

Mike Lostra, Lostra Engineering, explained the project breakdown.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the base bid for the Swimming Pool Re-roofing Project to Braemar Construction, in the amount of \$226,834.71, and to include the unit costs in the alternate bid line items associated with additional re-roof areas to be determined in the field, and that the base bid unit costs apply to line items not identified in the alternate bid line items, with a total project cost, subject to approved change orders, not to exceed \$475,095.31.**

The motion passed unanimously. (5-0)

V. SUBDIVISIONS

- A. Review, consideration and possible approval of Final Map No. 3-20, filed by Scott Reutner Properties, LLC, for the development of a subdivision entitled Aspen Heights involving the proposed division of approximately 2.54 acres of property into 9 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue (APN 001-660-011). The Planning Commission considered this item on July 7, 2020, and took action to forward a recommendation to conditionally approve Final Map 3-20. MR

Michele Rambo, Development Manager, explained the project and recommended approval.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to conditionally approve Final Map 3-20, for the Aspen Heights Subdivision subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Humboldt Hills Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved Final Map 12-18 on February 12, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a few outstanding items. The developer is asking for a conditional acceptance with the understanding that the remaining items will be completed by September 7, 2020. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$201,043.00 for a 12-month maintenance period. This maintenance security has already been given to the City. MR

Ms. Rambo explained the project and recommended conditional acceptance.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, for conditional acceptance of public improvements for the Humboldt Hills Subdivision with the noted exceptions: The maintenance period is to run one year from the date of completion of the outstanding items.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider, and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 3-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo explained the agreement and recommended approval.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights Subdivision, and require that the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a slope easement on City of Elko property to be used for grading between the City of Elko (grantor) and Koinonia Development, LP (grantee) in association with the previously approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.

This slope easement was considered by the City Council at the April 28, 2020 and May 12, 2020 meetings. However, the final easement document contained an error that was caught by the Engineer of Record for the project. This error has been corrected. The City Attorney has determined that a revised Grant of Easement needs to be presented to City Council for approval. MR

Ms. Rambo explained the issue with the previous document and why Council is approving this again.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the slope easement from the City of Elko to Koinonia Development, LP for grading associated with the Mountain View Townhomes subdivision as presented.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of a Deed of Dedication to create a public utility and drainage easement on City of Elko property (Mountain View Park) associated with the development of the previously-approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement.

The creation of a public utility and drainage easement at this location was considered and approved by the City Council at the May 12, 2020 meeting. However, the final documents contained an error that was caught by the Engineer of Record for the project. It was further determined that a Deed of Dedication was needed instead of the previously approved easement. The initial error has been corrected and the appropriate documents completed. The City Attorney has determined that a Deed of Dedication for a public utility and drainage easement needs to be presented to the City Council for approval. MR

Ms. Rambo explained the Deed of Dedication and recommended approval.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Deed of Dedication to create a public utility and drainage easement on City of Elko property associated with the Mountain View Townhomes subdivision as presented.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible action to conditionally approve Parcel Map No. 5-20, filed by City of Elko, for the division of approximately 38.086 acres into four parcels, located generally on the west side of Wright Way, with offer of dedication for Wright Way, Rocky Road and Jennings Way Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered this item at its July 7, 2020 meeting, and took action to forward a recommendation of conditional approval to City Council. The Parcel Map contains an offer of dedication for Right-of-Way, and it is for this reason that the map was referred to the Planning Commission, and subsequently to Council. CL

Cathy Laughlin, City Planner, explained the project and recommended conditional approval.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to conditionally approve Parcel Map No. 5-20 subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action regarding a petition from Ms. Brandi Davis, and other community members requesting to name Field # 3 at the Elko Sports Complex after Ms. Linda Trontel, and matters related thereto. **FOR POSSIBLE ACTION**

Community members have petitioned the Council, requesting Field #3 at the new Elko Sports Complex, be named after Ms. Linda Trontel, in recognition of her many years of dedication, and service to the Elko Community, especially relating to youth baseball, and youth softball. A copy of the City of Elko's Field Naming Policy has been included in the packet for review. JW

James Wiley, Parks and Recreation Director, mentioned that Ms. Brandi Davis was present and wanted to speak to Council regarding Ms. Trontel and this request. He went over the Field Naming Policy.

Brandi Davis spoke about Linda Trontel's service and dedication to the community (Exhibit "A").

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to direct staff to solicit public comment considering naming field No. 3 at the Elko Sports Complex as Linda Trontel Field, and place the matter on a subsequent agenda under Public Hearings for further action.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to accept a petition for the vacation of a portion of the West Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft., filed by Real Estate Pro, LLC, and processed as Vacation No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to develop the six lots with single family homes would like to vacate any excess right of way. CL

Cathy Laughlin, City Planner, explained the vacation request.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept the petition for vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the general warrants.**

The motion passed unanimously. (5-0)

- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print 'N Copy warrants.**

The motion passed. (4-0 Mayor Keener abstained.)

- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Great Basin Engineering warrants.**

The motion passed. (4-0 Councilman Schmidlein abstained.)

- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Ruby Mountain Lock & Safe warrants.**

The motion passed. (4-0 Councilman Hance abstained.)

III. PERSONNEL

- A. Review, consideration, and possible approval of an Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2020/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

Susie Shurtz, Human Resources Manager, handed out a copy of the Financial Impact Disclosure (Exhibit "B") and explained the changes in the agreement (Exhibit "C").

**** A motion was made by Councilman Schmittlein, seconded by Councilwoman Simons, to approve an agreement between the City of Elko and the International Union of Operating Engineers, Local 3, for the fiscal year beginning July 1, 2020 through June 30, 2021.**

The motion passed unanimously. (5-0)

VIII. REPORTS

A. Mayor and City Council

Mayor Keener reported he will be in a Broadband Meeting with Senator Cortez-Masto tomorrow. He will be having lunch with the CEO of Nevada Energy the next week and if there is any business that should be brought to their attention, let him know so he can bring it up at that time.

Councilman Schmittlein confirmed with Susie Shurtz that this year Council gets to evaluate Curtis Calder and stated he didn't want to miss out on his last chance to do it.

B. City Manager

Curtis Calder reported on the Shop Local Campaign. He will be traveling to Reno for the flood mediation meetings he is required to attend. The trial date has been pushed back due to COVID. This is the third mediation he has been involved with.

C. Assistant City Manager

Scott Wilkinson said the trial was pushed back to March 2021. He is still waiting for documents from Union Pacific (UP) for the VFW Drive but he expects those any day. He will be reviewing the purchase/sale agreement with Dave Stanton so he can get their comments back to UP as quickly as possible.

D. Utilities Director

Dale Johnson gave an update on the COVID sampling at the WRF plant. The samples have increased by 39%. These test results indicate that there are about 2000 active cases in the city. There were some major water leaks last week and he explained each one.

E. Public Works

Dennis Strickland reported the street where they are building the new Water/WRF Shop is on the no-cut list but they will need to bring utilities to the building. They will figure that one out. The UP purchase will come at a price. The road will need to get curb and gutter built. The Landfill and the Street Department have been running short handed at the worst possible time. They have busted their tails to get ready for the micro project that is starting soon.

Mayor Keener asked about Country Club Drive.

Mr. Strickland answered it has been ground up. That street doesn't get a ton of work compared to the Cedar Street end but they do have some sidewalk that is out of compliance that will go in. They will be taking care of a deficient section of road that doesn't drain right. That will be repaved.

F. Airport Manager

Jim Foster said the normal airline schedule should return the first of August.

G. City Attorney

H. Fire Chief

Matt Griego stated there were questions about the School Re-opening Committee and what they are doing. They have been working hard to put together plans for the re-opening but they will be at the mercy of what the State hands down.

I. Police Chief

Ty Trouten reported they have two new employees at POST. He spoke about Next Gen E911 that is now up and running at Central Dispatch.

J. City Clerk

K. City Planner

Mayor Keener said Cathy Laughlin and her husband did a great job on the Silver State Stampede. They obviously put a lot of work in on it.

L. Development Manager

M. Financial Services Director

N. Parks and Recreation Director

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

There were no public comments.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

This petition seeks to have a field named after Linda Smith Trontel. Linda was an active member of the community all of her life. She was the embodiment of volunteerism, a true leader who lead by example. She helped the community out in any way she could. She believed it was everyone's duty to give back to the community and to make a difference. She encouraged everyone to give back in any way that they could.

She was the embodiment of and lived by "To whom much is given, much is expected. " (Luke 12:48).

She moved to Elko in 1964 to teach PE at Elko High School. She taught PE till 1972 when she became a counselor for Elko High School. She worked for Elko High School for 42 years before retiring, where she impacted thousands of students lives.

In some ways she really never retired. She never hesitated to help out with Home Coming or anything else she could help out with at Elko High School. She bleed maroon and white. She was an active member of Kwinias, Delta Kappa Gamma, PTO, and many other organizations who philanthropy work benefit Elko County.

She was highly active in Elko County Boys Little League and involved with their board for more than a decade as her oldest son Mattie grew up and played. When her daughter Rachel began to play softball, she became a huge advocate for girls' sports in the community. She served in many positions for over a decade starting in 1992 within the Girls Little League, including as the league president. She helped grow the league to over 500 girls playing each season. She started the city tournament that continues to this day.

She expanded the league to give girls between the ages of 5 and 18 the opportunity to play softball. Prior to Linda girls aged out and could not play after the age of 15. She was responsible for adding the Big League for girls between the age of 16-18 to give them a chance to play.

Exhibit A

Linda organized and ran zone and regional tournaments for all-stars. She was responsible for Little League bringing in the regional all-star tournaments.

The covered dugouts were built in 1994 by Linda getting EHS to donate and build the dugouts. Those dugouts are still used by all players at Newton field. Throughout her years of working at EHS at a Counselor and PE teacher, she was able to get EHS CTE classes to build the sheltered dugouts at the Newton field.

She is the reason why so many parents become coaches and volunteers in the Little League Organization system. An example of that is my dad. He coaches and has coached softball for many years, because Linda one year gave my Dad a team. My dad complained a few times to Linda during a season. The next season when he walked up to the table Linda handed him a team. He said but I didn't sign up to coach, and she said "Yes you did. You complained and didn't like how it was done. So now it is your turn."

For all, she did for youth sports in Elko County and for the students of Elko High school, she deserves to have a softball field named after her.

Ideally, we would have loved for that field to be Newton Field and to have it renamed the Linda Trontel Field and to name a Men's softball field after Newton. Because that is the field where she made her impact and bares her work.

We recognize that Newton Floyd contributed a lot to our community in Men's softball. The field has had that name for a very long time.

So, we understand ^{stand} that is not a possibility we would like a field named after her at the new complex.

Collective Bargaining Agreement Fiscal Impact Disclosure (NRS 288.153)
International Union of Operating Engineers, Local 3

	<u>2019-2020</u>		<u>2020-2021</u>		<u>TOTAL Increase</u>
Article 9 - Hours of Work, Overtime, On-Call, Call-Out and Records					
C. On-Call					
Increase from \$1.75/hour to \$2.50/hour	\$ 31,820.32		\$ 45,456.96		\$ 13,636.64
E. Certification Pay					
a. For CDL (Class B or higher with N endorsement) Increase from \$60/month to \$80/month	\$ 2,160.00		\$ 2,880.00		\$ 720.00
b. Class A CDL increase from \$20/month to \$35/month	\$ 6,060.00		\$ 10,605.00		\$ 4,545.00
Article 10 - Compensation					
G. Longevity Pay					
Increase schedule from 25 to 30 years			\$ 150.00		\$ 150.00
Will affect 1 person 2020-2021, 2 in 2021-2022, 3 in 2022-2023					
Article 14 - Holidays					
Add 1 Floating holiday			\$ 13,375.68		\$ 13,375.68
Article 16 - Sick Leave					
Physician note after 3 days absence (instead of 4)					\$ (7,500.00)
Total Proposed Cost =					\$ 24,927.32

A G R E E M E N T

B E T W E E N

CITY OF ELKO

A N D

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 3

JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2021

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ARTICLE 1
PREAMBLE

- A. This Agreement is entered into between the City of Elko, Elko, Nevada, hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, 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 and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.
- C. It is recognized by both the City and Union and the employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.
- D. All employees 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 the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2
RECOGNITION AND APPLICATION

- A. The City recognizes the Union as the collective bargaining agent for all employees, as defined in paragraph D of this Article 2 - "Recognition and Application", in separate bargaining units defined as the "Blue Collar Bargaining Unit" and "Clerical Bargaining Unit"; excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, law enforcement employees and fire protection employees.
- B. The Blue Collar Bargaining Unit consists of all employees, as defined below, employed in the streets, engineering/public works, landfill, parks, cemetery, airport, animal shelter, golf course, water/sewer operation and sewer plant departments; and all non-law enforcement employees of the police department. This bargaining unit excludes department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, employees in the clerical bargaining unit, law enforcement employees and fire protection employees.
- C. The Clerical Bargaining Unit consists of all clerical employees. This bargaining unit excludes department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, employees in the blue

collar bargaining unit, law enforcement employees and fire protection employees.

- D. The term "employees" or "employee" as used in this Agreement refers to bargaining unit employees regularly scheduled to work 20 or more hours per week during the entire fiscal year, excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, law enforcement employees and fire protection employees.
- E. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties' negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue.

ARTICLE 3 EMPLOYEE RIGHTS

- A. The City and the Union will not interfere with, or discriminate against, any employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq.
- B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, and/or gender identity or expression. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
- D. The provisions of this Article 3, "Employee Rights" shall not be subject to the dispute resolution procedures of this Agreement.

ARTICLE 4
UNION AFFAIRS

- A. The City agrees to provide a list of newly hired employees who are included under this Agreement, to the business Agent and Stewards, in addition to their corresponding hire dates.
 - 1. The City shall allow the Union access to current and future bulletin boards, as space allows in all pertinent departments, to post information regarding official Union business activities.
- B. An employee may utilize either Union Leave as defined in Paragraph D below or annual leave for Union functions including attendance at conventions, conferences, and seminars, subject to prior approval of the employee's department head and the City Manager or designee.
- C. The negotiating committee shall not exceed 4 members of the bargaining units unless mutually agreed between the parties. The negotiating committee may utilize either Union Leave as defined in Paragraph D below or annual leave to attend collective bargaining sessions with the City.
- D. Employees who are designated by the Business Representative may use Union Leave for the purposes defined in Paragraphs B & C above, subject to the approval of the employee's department head and the City Manager or designee.
 - 1. To establish the Union Leave Bank for the uses defined above, a represented employee may contribute his/her accumulated annual leave or compensatory time off to the Union Leave Bank, subject to the following:
 - a. Employees may contribute annual leave/compensatory time off in one (1) hour increments; and
 - b. The Union Leave Bank will be contributed to, and drawn from, on an hour for hour basis.
- E. Employee Deductions.
 - 1. 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 form of the written authorization.
 - 2. The Union shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages)

which arise or may arise out of or by reason of any action taken or not taken by the City pursuant to paragraph 1 above.

ARTICLE 5
MANAGEMENT RIGHTS

- A. The City and the Union agree that the City possesses the sole right to operate the City and all management rights remain vested with the City. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Union's right to negotiate with the City the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees; the right to consolidate City functions; the right to determine City functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Union's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts schedules or work, starting and quitting times.
- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 6
NO STRIKE

The Union, any labor organization with whom it is affiliated and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the City, any strike as defined in NRS 288.070. Further, the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

ARTICLE 7
DISCIPLINARY ACTION

- A. Policy. Except as set forth in paragraph E of this Article, the procedure set forth below shall be followed in respect to any written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this Agreement. No employee shall be disciplined without just cause as determined by the City.
1. Written Notice. Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the charge(s) being considered, the effective date of the intended action, and a copy of the documents, if any, upon which the intended disciplinary action is based. A copy of such notice shall be mailed or delivered to the Union at 555 Silver St. Ste. 104, Elko, Nevada 89801.
 2. Employee Response. Within ten (10) working days or fifteen (15) working days in the case of disciplinary termination, the employee shall have the right to respond, orally or in writing, to the City official initially imposing the intended action. A copy of such response shall also be delivered to the City Manager, or designee.
 3. Relief of Duty. Notwithstanding the provisions of this Article, the City Manager, or designee, may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.
 4. City Response. After review of the employee's response, if any, the City official initially imposing the intended disciplinary action and/or the City Manager, or designee, shall notify the employee in writing of any action to be taken.
- B. Appeal. Regular employees may appeal disciplinary actions, including suspensions without pay of any duration. If the employee wishes to appeal the disciplinary action, he/she shall file

a written request with the City Manager, or designee, within ten (10) working days of the imposition of the discipline. The appeal shall be heard by the City Council within thirty (30) days of the written request. The Council shall hear evidence and testimony from the administration and the employee or his/her authorized representative and the Council may, by majority vote, decide to uphold the disciplinary decision or modify the disciplinary decision.

- C. If the Union is not satisfied with the decision of the Council, the Union may request in writing to the City Manager within ten (10) days of the Council's decision that the matter be decided in arbitration. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the American Arbitration Association. The arbitrator shall issue a final and binding decision. The arbitrator's fees and expenses shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.
- D. Timeliness. The time limits set forth in this article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this Article.
- E. This Article shall not apply to employees serving a new-hire probationary period. New-hire probationary employees may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the personnel policies. The length of the new-hire probationary period shall be six (6) months for all employees. The probationary period may be extended up to three (3) months. If the probationary period is extended for issues not related to the employee's performance, the probation extension shall be by mutual consent of the Union and the City. Documentation shall be submitted which outlines the reason(s) for extensions related to non-performance issues.

ARTICLE 8 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the City and the Union arising over the interpretation or application of a specific aspect of this Agreement which is not a Management Right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form covered by Article 7. At any step during the grievance process, the employee shall have the option of having Union representation, or a representative of their choice.
- B. If an employee feels he/she has a grievance; he/she shall take up the matter with the immediate supervisor within fifteen (15) days after the employee becomes aware or should have become aware of the event giving rise to the grievance. If the immediate supervisor is unavailable, or if the employee believes it would be inappropriate to discuss the matter with his/her immediate supervisor, he/she shall take up the matter with the Department Head.

- C. The immediate supervisor or Department Head shall make a reasonable effort to reach an acceptable solution to the problem within fifteen (15) days after it has been submitted to him/her. Any grievance settlement shall be approved in writing by the Department Head and the City Manager, or designee.
- D. If the grievance is not settled during the informal discussion, the Union may proceed with the matter. Within fifteen (15) days after the event giving rise to the grievance, the Union shall submit the grievance in writing to the immediate supervisor, the Department Head and provide the following information:
1. The employee's name;
 2. The employee's position classification;
 3. The employee's department;
 4. A complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance;
 5. Any attempts made to resolve the problem;
 6. A proposed solution to the grievance;
 7. Signature of a Business Representative of the Union; and
 8. The date the grievance arose and the date the employee signed the statement.
- E. If the grievance is not settled within fifteen (15) days after receipt of the written grievance by the City officials as described in paragraph D above, the Union may submit the written grievance with the information outlined above to the City Manager, or designee. The City Manager, or designee, shall arrange for any meetings and investigations necessary to enable him/her to respond in writing to the Union regarding the grievance within fifteen (15) days from the date he received said grievance.
- F. If the matter is not settled in the previous step within three (3) days after receipt of the written response from the City Manager, or designee, the Union may, within 10 days of receipt of the City Manager's, or designee's, decision notify the City Manager, or designee in writing of its desire to submit the matter to the City Council. If a resolution is not reached or agreed upon, then the grievance may be submitted to arbitration. If arbitration is chosen, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the American Arbitration Association.
- G. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
- H. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions of this Agreement.

- I. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.
- J. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
- K. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
- L. For purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.
- M. The time limits set forth in this Article shall be strictly construed. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied.
- N. If the City fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.

ARTICLE 9

HOURS OF WORK, OVERTIME, ON-CALL, CALL-OUT, AND RECORDS

A. HOURS OF WORK

- 1. Except as stated in Paragraph 2 hereafter, rest periods in accordance with City policy, of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical. Upon mutual consent of the supervisor and the employee, the rest periods may be combined and scheduled as needed. Employees shall be at work up until the starting time of the rest period and resume work promptly at the end of the rest period. The immediate supervisor may require that rest periods be taken at the work site.
- 2. A rest break of 15 minutes in accordance with City policy may be taken once every two hours when working overtime hours contiguous with the employee's regular working hours.
- 3. Except as may be changed by the City, all employees shall work a forty (40) hour work week, exclusive of unpaid lunches. Should the City's operational requirements prevent employees from taking a lunch through the entire shift, such employees shall be

compensated at the appropriate overtime rate, in lieu of the unpaid lunch. Upon mutual consent between the employee and immediate supervisor, employees who are prevented from taking a lunch through the entire shift may be released early, in lieu of receiving additional compensation. For purposes of computing overtime premium, the normal workweek shall start at 00:00:01 hours on Sunday and end at 24:00:00 hours on Saturday.

4. In the event the City implements a reduction of the forty (40) hour workweek, the change will be discussed with the Union prior to implementing the change.

B. OVERTIME

1. Overtime work must be approved by the Department Head in advance.
2. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay). Work required contiguously with the employee's scheduled work hours shall not be considered a call out, but shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay) for all time worked. If an employee is called out and finishes the work for which he has been called out in less than two hours of work time, the employee shall contact the person who made the call-out or dispatch to notify them that the assignment is complete, and if no other work is assigned or if the call-out is after 2400 hours, the employee shall be allowed to return to their home.
3. Overtime Compensation.
 - a. An employee regularly scheduled to work a five (5) day, forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.
 - b. An employee regularly scheduled to work a four (4) day, forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.
 - c. Overtime premium pay shall not be pyramided.
4. Overtime compensation may be paid in cash or in compensatory time off

under the following restrictions:

- a. In determining an employee's eligibility for overtime, time in paid leave status, except compensatory time, is considered as time worked.
- b. Compensatory time off at the standard overtime rate may be granted at the discretion of the Department Head in lieu of cash payment and may be allowed to accrue as compensatory time off, up to a maximum of ninety (90) hours. Any hours in excess of ninety (90) hours will be paid at the applicable rate. If compensatory time in lieu of overtime is allowed by the Department Head, when electing compensatory time or pay, the employee shall choose either compensatory time or overtime. After the employee makes a decision, hours shall not be transferred from the status of overtime pay to compensatory time or from compensatory time to overtime pay. Requests by an employee for compensatory time will not be unreasonably withheld.
- c. All Department Heads will distribute overtime as equitably as possible among the employees regularly assigned to the type of work required. Employees are expected to work a reasonable amount of overtime and all overtime required during an emergency as required by the City to carry-out its responsibilities. Employees interested in working overtime for that day shall advise their immediate supervisor of their availability prior to noon each day. Regular employees working that day and having the requisite skills to perform the functions shall be offered the overtime before offering overtime to temporary/seasonal employees. The City shall have the right to assign employees overtime by inverse seniority if an adequate number of volunteers are not available to perform the work. Failure of an employee to make themselves available for a reasonable amount of overtime for the City to carry-out its responsibilities and overtime required in accordance with the emergency provisions of this Agreement shall be cause for discipline.

C. On-Call

1. Employees who are placed on call status shall be paid ~~\$1.75~~ \$2.50 per hour for all rotating on-call assignment hours not worked, in addition to their base rate for regularly scheduled work:
2. "On-call" time refers to off-duty time which an employee is away from the worksite and expected to be easily reached and immediately available to respond on behalf of the City.

3. An employee may be placed on emergency on-call status when designated by his/her supervisor, and status will be denoted on the weekly timesheet. It is not required for an employee placed on emergency on-call status to be assigned a company cell phone or vehicle. All employees placed on emergency on-call status must answer any call in to work, and failure to respond will result in disciplinary action up to and including termination.
4. Any On-Call employee who is assigned an On-Call vehicle will conform to the City of Elko Vehicle Use Policy.

D. Call-Out

The definition of “call-out” pursuant to the collective bargaining agreement differs from the definition of “call-back” pursuant to the Official Policies of the State of Nevada Retirement System (PERS).

Whereas the term “call-out” is defined by the collective bargaining agreement as any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1½ times the employee’s regular rate of pay). Work required contiguously with the employee’s scheduled work hours shall not be considered a call-out, but shall be compensated at the overtime rate of pay.

Conversely, “call-back” pay is defined by PERS as compensation earned for returning to duty after an employee has completed his/her regular shift, is off-duty for any period of time, and is requested to return to duty with less than 12 hours notice. Employees who are held over on their regular shift, or who are requested to return to duty at a time that is more than 12 hours after notice is given do not qualify for “call-back” pay.

When completing time sheets, employees shall designate the amount of notice given in any call-out situation, so as to determine eligibility for PERS “call-back” pay.

E. CERTIFICATION PAY

- a. Upon receiving a CDL (Class B or higher) with an N endorsement, Employees working in the Laborer, Mechanic I, II, WRF Technician I, II, III, IV and Electrician classifications shall be paid ~~\$60~~ \$80 per month in addition to their base rate.
- b. Employees who possess a Class A CDL shall be eligible to receive a ~~\$20~~ \$35 per day payment for towing vehicles in excess of 10,000 pounds. This payment

shall only be paid for the actual day the vehicle is towed, regardless of the number of vehicle movements in a particular day.

- c. Employees who possess a certification above their current position shall be compensated as follows based on their current certification.

WRF Operator I	\$125 per month
WRF Operator II	\$175 per month
WRF Operator III	\$225 per month
WRF Operator IV	\$250 per month
Water/Sewer Operator I	\$125 per month
Water/Sewer Operator II	\$175 per month
Water/Sewer Operator III	\$225 per month

F. RECORDS AND ATTENDANCE

1. Each employee shall submit accurate attendance, time and leave records.
2. In no instance will the employee's normal commuting time to and from his/her residence to his/her normal place of work be considered as travel time.
3. Employees who will be absent or late shall notify the City by contacting their Department with as much advance notice as possible, but not less than fifteen (15) minutes prior to the start of their shift. Employees who arrive after the start of the shift shall be docked pay in quarter hour (15 minutes) increments. Employees who are held over after the end of their shift shall be paid for time in quarter hour (15 minutes) increments.

ARTICLE 10
COMPENSATION

- A. Effective July 1, 2017 20, the salary for all employees covered by this Agreement shall be those reflected in Exhibit A, representing a 0.0% increase from the prior year ending June 30, 2017 20.
- B. Pay periods shall be bi-weekly and the dates of payment shall be determined by the City Manager.
- C. Initial appointment to a position shall be made at a rate of pay determined by the Human Resources Manager that is consistent with existing salaries and responsibilities.

D. Longevity Pay

1. Employees hired before July 1, 2011 with eight (8) years of continuous service with performance reviews of standard or better shall receive the following longevity pay, with the maximum years of service being ~~twenty five (25)~~ Thirty (30).
2. Employees hired on or after July 1, 2011 shall not be eligible for longevity pay.

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Annual</u>
8	\$ 150	\$ 300
9	175	350
10	200	400
11	250	500
12	275	550
13	300	600
14	325	650
15	350	700
16	425	850
17	450	900
18	475	950
19	500	1,000
20	525	1,050
21	650	1,300
22	675	1,350
23	700	1,400
24	725	1,450
25	750	1,500
<u>26</u>	<u>775</u>	<u>1,550</u>
<u>27</u>	<u>800</u>	<u>1,600</u>
<u>28</u>	<u>825</u>	<u>1,650</u>
<u>29</u>	<u>850</u>	<u>1,700</u>
<u>30</u>	<u>875</u>	<u>1,750</u>

3. Longevity pay shall be payable on first pay period in June and December of each year. An employee will receive the first check during the year following the employee's eighth (8) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be issued the first pay period in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be the first pay period in December.

4. For purposes of longevity pay, continuous City service is defined as uninterrupted employment in the classified or unclassified service of City.
5. Authorized leave without pay: If an employee makes proper application for leave without pay, and the City is able to grant such leave, the resulting absence by the employee shall not be considered interruption in service provided the employee returns to City service within one (1) year.
6. The entire period of an authorized leave with pay for which the City deems in writing beneficial to the public service shall be creditable in computing eligibility for longevity pay.
7. Upon the death of any employee presently on the employment records of the City, payment of any salaries due, including longevity pay, shall be paid to the employee's beneficiaries or estate. The City Manager, or designee, and/or the City Attorney shall instruct the Finance Department on the disposition of such cases.

ARTICLE 11
TEMPORARY PAY

- A. A department head, with the approval of the City Manager, or designee, may temporarily appoint one of his/her employees in the same department to a higher classification. An employee holding an acting appointment, and after completing two (2) or more hours, shall receive a 6% increase in their current salary not to exceed the qualified rate of the classification, for the duration of the appointment. This provision will not apply to employees who are assigned to a higher classification for training purposes.
- B. An employee who is assigned to act as a temporary supervisor for one (1) or more employees will be compensated up to an additional 10% for all hours worked in such assignment, not to exceed the qualified rate of the supervisor in that classification.
- C. For the purposes of this Article, "all hours worked " does not include annual leave, and holiday pay

ARTICLE 12
SENIORITY

- A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered to have seniority, and shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.
- B. An employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from the employee's records, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).
- C. Continuous Service:

For purposes of seniority, continuous service is defined as service commencing with appointment to a full-time position and continuing until resignation, retirement, or discharge. The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from military service.
2. Authorized military leave for training duties not to exceed fifteen (15) working days in any one (1) calendar year.
3. Authorized leave with pay which the City deems to be beneficial to the public service.
4. Authorized leave without pay for thirty (30) working days or less in any calendar year.
5. Authorized leave without pay of more than (30) days which the City deems beneficial to the public service.
6. Authorized leave without pay which is covered by FMLA.

ARTICLE 13
CLOTHING, UNIFORM AND TOOL ALLOWANCE

- A. Tool Allowance

Employees in the classification(s) of Carpenter, Electrician, Mechanic II, Mechanic III, Lead Mechanic, and Welder will be allotted a one hundred dollar (\$100.00) per month tool allowance. Employees in the Mechanic I classification will be allotted a fifty-five dollar (\$55.00) per month tool allowance paid semiannually on the first pay period in June and the first pay period in December of each year. The tool allowance is to enable an employee who

is required to provide his/her own tools, to replace tools which are broken or worn due to job related use, and/or to purchase any newly required tools.

B. Clothing

1. Employees failing or refusing to utilize the protective devices, apparel, and equipment provided by the City, or failing and refusing to comply with safety rules shall, after proper warning, be subject to discipline up to and including termination.

C. Uniforms

1. The annual uniform allowance for unit employees in the Police Department shall be \$400.00 for Evidence technicians and Records Technicians, and \$800 for the animal control officer.
2. One-half of the clothing allowance shall be paid on the first pay period in December, and the first pay period in June of each year.

ARTICLE 14
HOLIDAYS

A. The following designated days are paid holidays for unit employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Nevada Day
8. Veteran's Day
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. Christmas Day
12. Floating Holiday (Day Off)
- ~~12~~ 13. Any other day that may be designated by the City Council.

B. A designated holiday is defined as the day a holiday is observed as outlined by Nevada Revised Statute and PERS.

C. Any facility that normally conducts seven day a week operations and is closed on the following

actual holidays will, when practical; allow employees regularly scheduled to work paid time off for the actual holiday. The actual holidays are: Christmas, New Year's, Independence Day, and Veteran's Day.

- D. The paid time off shall be for the actual number of hours the employee is regularly scheduled for that day. If an employee is required to work any hours on the actual holiday, those hours will be deducted from any paid time off that is granted for that holiday.
- E. When an employee works on one of the designated holidays, the employee shall receive in addition to his/her regular pay, one and one-half (1½) times the employee's straight-time-hourly rate for all hours worked on the holiday.
- F. If a holiday falls during an employee's paid leave, it shall not be charged as leave.
- G. An employee whose regular day off falls on an observed holiday shall receive the employee's straight time hourly rate for eight (8) hours.

ARTICLE 15 ANNUAL LEAVE

- A. Employees who are employed on a continuous, full-time, forty-hour per week basis shall accrue annual leave credits on the basis of ten (10) hours for each month of service for the first five (5) years of service or one hundred twenty (120) hours of annual leave for each year of service to a maximum accumulation of one hundred sixty (160) hours. After five (5) years of service, employees shall be entitled to fourteen (14) hours for each month of service or one hundred sixty eight (168) hours of annual leave for each year of service to a maximum accumulation of two hundred forty (240) hours. After fifteen (15) years of service, an employee may accumulate a maximum of two hundred eighty (280) hours. An employee shall not be entitled to accrue annual leave until after she/he has been employed six (6) full months continuous regular employment.
- B. Employees may use a maximum of two hundred forty (240) hours annual leave in a calendar year. Annual leave in excess of two hundred forty (240) hours in a calendar year must have the prior approval of the Department Head and the City Manager, or designee.
- C. Any accumulation above the maximum accumulation for the years of service will be lost on a bi-weekly basis and not credited to the employee. No compensation will be paid for time lost.
- D. New-hire probationary employees shall not accrue annual leave until after she/he has been employed six (6) full months continuous regular employment. Upon completion of six (6) full months of continuous service, the employee will be credited with sixty (60) hours of annual leave. Time off within the first six (6) months of employment is without pay.

- E. Any employee who leaves the City service shall be paid his/her current hourly rate for accrued annual leave to a maximum of two hundred eighty (280) hours.
- F. If an employee dies who was entitled to accumulated annual leave under the provisions of this Agreement, the heirs of such deceased officer or employee who are successors to his/her estate, upon submitting satisfactory proof to the City Council of their entitlement, shall be paid an amount of hours of accrued annual leave multiplied by the hourly rate of such deceased official or employee less deductions.
- G. Approval: No annual leave will be taken without prior approval of the Department Head. The Department Head will respond to all annual leave requests within ten (10) calendar days. Annual leave in increments of less than one quarter (1/4) hour shall not be allowed. Employees with approved scheduled annual leave who are unable to take their leave due to cancellation by the supervisor because of scheduling needs, shall be paid straight time pay for any annual leave which would be lost because of the maximum accumulation of annual leave set forth herein.
- H. Employees, while on annual leave, will continue to accrue annual leave.
- I. An employee will be charged with annual leave to attend funeral services for persons outside his/her immediate family. Immediate family is defined as: spouse, (registered) domestic partner, parent, child, sibling, grandparent, grandchild, immediate in-law, or any other person who is dependent upon the employee.

ARTICLE 16
SICK LEAVE

- A. All eligible employees shall be entitled to twelve (12) weeks of leave during a twelve (12) month period as provided in the Family Medical Leave Act (FMLA). Employees may utilize all sick leave, compensatory time, and/or annual leave, in that order, and will only be granted enough unpaid leave to total twelve (12) weeks when applying for leave under the FMLA. Employees shall comply with the application process and various provisions of the FMLA. Any paid leave which qualifies under FMLA may be counted as FMLA leave. The City may require appropriate medical information and certifications as allowed by the FMLA when taking leave for the employee or family member.
- B. Employees may use accrued sick leave for minor or incidental illnesses, injuries, or dental treatment (those cases which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a doctor or dentist continuation of pay while obtaining medical treatment or recuperating from illness/injury. Sick leave shall be granted for out of area appointments or treatments in eight (8) or ten (10) hour increments (depending on an employee's work schedule), regardless of the length of said appointments or treatments. Upon the request of management, employees shall present proof of attendance upon their return to work. All information concerning an employee's

request for sick leave shall be kept confidential between the employee and management. If an employee does not have sick leave available, the employee may use compensatory time, annual leave, or time without pay in that order. Employees who call in sick or leave work early due to illness are expected to remain at home to expedite recuperation, prevent abuse of the sick leave policy, maintain discipline and morale, and maintain public trust. Continuance of pay during absence from duty for minor, incidental, or family sickness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or someone on their behalf, shall notify the City before the start of the shift of the reason for such absence. If the duration of the illness lasts longer than one day, the employee must continue to notify the immediate supervisor and/or Department Head prior to each shift missed, to report progress with the exception of extenuating circumstances.
2. Within two (2) working days after returning to duty, such employee shall fill out and file with the Department Head a written report and request for approval of the absence as sick leave.
3. With just cause, an employee may be required after ~~four(4)~~ Three (3) days absence to furnish a certificate from a licensed physician or practitioner to support their sick leave claim and identify physical limitations/restrictions, if any.
4. Use of sick leave for immediate family related illness (non-FMLA) is limited to sixty (60) working hours in any one (1) calendar year. Immediate family is defined as spouse, (registered) domestic partner, parents, grandparents, brother, sister, child, grandchild, or corresponding relationship by affinity.
5. Upon notifying the department head in advance and receiving prior approval from the department head, an employee shall be entitled to use sick leave in increments of not less than one quarter (1/4) hour. Any combination of work and sick leave on one day shall be considered hours worked for the purposes of computing overtime compensated at the rate of one and one-half (1½).

C. **BEREAVEMENT LEAVE:** In the event of the death of a member of the immediate family, an employee may request up to thirty (30) hours of sick leave for ten (10) hour per day employees and twenty-four (24) hours of sick leave for eight (8) hour per day employees. Immediate family is defined as spouse, (registered) domestic partner, parents, grandparents, brother, sister, child, grandchild, or corresponding relationship by affinity. Additional time may be approved by the City Manager, or designee, up to the limits then accrued in an individual case.

- D. Regular and family sick leave shall be charged on an hour per hour basis from sick leave accrued for each one quarter (1/4) hour taken.
- E. Accrual
 - 1. Regular employees shall accrue sick leave from the first day of employment. Emergency sick leave may be allowed during the first three (3) months of continuous service, with Department Head approval. This emergency leave will be charged to any accumulated or yet to be accumulated sick or annual leave.
 - 2. Employees shall be credited with ten (10) hours of paid sick leave for each month of service.
- F. Supplements
 - 1. At such time as an employee exhausts all of their sick leave benefits including extra sick leave; accrued overtime, holiday and vacation credits may be used to continue pay during the remainder of sick leave. Medical progress reports may be required prior to approval of such payments.
- G. Misuse
 - 1. Any employee who calls in sick or leaves work early due to illness or injury shall, except those who leave home to obtain medical treatment or attention, remain at home to expedite their recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.
 - 2. Any employee fraudulently claiming sick leave shall be subject to disciplinary action up to and including discharge. Disciplinary action could include the forfeiture of all accumulated sick leave and restriction from accumulating and receiving sick leave for a period of one (1) year thereafter.
- H. Sick Leave Accrual
 - 1. An employee may accumulate a maximum of nine hundred sixty (960) hours sick leave. After an employee has accumulated nine hundred sixty (960) hours of sick leave credit, the amount of additional unused sick leave credit, which he/she is entitled to carry forward from one year to the next, is limited to one-half of the sick leave accrual during the year.
- I. Payment of Sick Leave upon Retirement or Death
 - 1. Upon retirement an employee shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the percentage set forth in the Nevada Public Employees Retirement Act (N.R.S. 286.010 and following).

2. If an employee dies who was entitled to accumulated sick leave under the provisions of this Agreement, the heirs of such employee who are successors to his/her estate, upon submitting satisfactory proof to the City Council of their entitlement, shall be paid an amount of money equal to the number of hours of accrued sick leave up to a maximum of nine hundred sixty (960) hours multiplied by the hourly rate of such deceased employee less deductions.

ARTICLE 17
LEAVE OF ABSENCE

A. Leave of Absence Without Pay

1. Employees may request leave without pay for any reason considered valid by their Department Head upon approval of the City Manager, or designee.
2. An employee desiring to apply for a leave without pay shall submit an application to their Department or Division Head, outlining the necessity or desirability of such a leave. The Department Head shall forward the request to the City Manager, or designee, along with his/her recommendations. Written approval for leave without pay shall be granted only by the City Manager, or designee, with a copy to the employee's file.
3. Leave without pay may be granted only to an employee who desires to return to City service.
4. Leave without pay of less than thirty (30) days may be granted by the City Manager, or designee.
5. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the City Council.
6. While on authorized leave without pay, sick leave and annual leave will not accrue. In addition, the employee will be required to pay the employer's and dependents' portion of the group health insurance, if continuation of coverage is desired by the employee.
7. Leave of absence without pay may be granted for any legitimate purpose, including, but not limited to, the following:
 - a. To further an employee's education. (Ordinarily such a leave will be granted only if (1) the employee's absence will not constitute a hardship for fellow employees or supervisors; (2) the leave will directly benefit the

- City as well as the individual.
 - b. Extended illness of employee when accrued paid leave has been exhausted.
 - c. To care for a member of the immediate family in the event of extended illness or injury, not covered by sick leave usage.
 - d. Necessary leave to take care of personal problems.
 - e. For disciplinary reasons deemed proper by the appointing authority.
- 8. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

B. Leave of Absence With Pay

1. Leave may be granted by the Department Head with the written approval of the City Manager, or designee, for authorized attendance at official or educational meetings.
2. When an employee serves on a jury, the employee shall claim any jury duty fee to which he/she is entitled by reason of such appearance and forthwith pay the same over to the Finance Department to be deposited in the general fund. The employee shall present proof of service and the amount of jury duty pay received.

An employee subpoenaed to appear as a witness for a job related matter in a court will be paid their regular rate of pay for the actual time spent as a witness. Employees subpoenaed as a witness in non-job-related matters will be allowed to take annual leave or compensatory time off provided the employee gives advance notice of the reason for the absence and submits proof of having been subpoenaed as a witness.

Employees appearing in court as a juror or witness on their scheduled days off shall retain any compensation received for jury/witness duty for the appearance.

3. Authorized military training duties which may comply with the provisions of NRS 281.145.
4. Authorized service for volunteer firefighting or ambulance service as provided within the provisions of NRS 268.404.

C. Unauthorized Absence

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

2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from City employment.
3. Exceptions to 1 and 2 will only be granted in extreme emergency and unusual situations.

ARTICLE 18
MILITARY LEAVE

Military leave will be provided in accordance with applicable law.

ARTICLE 19
WORK-RELATED INJURY LEAVE

- A. Employees are covered under worker's compensation insurance for injuries incurred while on duty. In the event an employee is absent due to an employment-related injury or disability, the employee may use accumulated sick leave and annual leave to draw full pay while absent from work. Such payments from the City shall not extend beyond an employee's accumulated sick leave, compensatory time, and annual leave. If the injured employee receives compensation from the worker's compensation carrier, he shall turn over to the City the worker's compensation received, while simultaneously receiving sick leave, compensatory time, or annual leave benefits from the City. After the employee exhausts his accrued sick and annual leave, said employee will retain any further worker's compensation benefits. The employee's sick leave and annual leave will be deducted on a 33 1/3% basis while receiving both City and worker's compensation benefits. If worker's compensation benefits are rejected, accrued sick leave, compensatory time, and/or annual leave will be deducted at straight time.
- B. Employees suffering on-the-job injuries, where the potential for a worker's compensation claim exists, must file a claim form (Workers Report of Injury, C-1) with the Human Resources Department within six (6) days of such accident. This is in addition to any other form required as a result of such injury. The employee will be solely responsible to complete the required form, except for incapacity; then the department head shall be responsible. Failure to complete this form within six (6) days of the injury may jeopardize said claim.
- C. All employees shall immediately report to their supervisor and City Office any injury sustained by them or by others as a result of performance of their duties as a City Employee.
- D. City Vehicle Involved in Accident
 1. An employee involved in a vehicle accident with city-owned equipment shall immediately report the accident to the Police Department and to the immediate supervisor. The Police Department shall take photos of the accident scene if possible.

2. If a City vehicle causes damage to public or private property, an uninjured employee shall not leave the scene of the accident until the police arrive or the employee's immediate supervisor has advised the employee what to do.
3. If a City employee is convicted of a citation as a result of an accident, the employee may be subject to disciplinary action.

ARTICLE 20

HEALTH AND WELFARE AND EMPLOYEE ASSISTANCE PROGRAM

A. Group Insurance.

1. All regular, full-time employees, after the first of the month following a thirty (30) day waiting period from the first day of their employment and pursuant to the eligibility requirements of the current Benefits Program may enroll in the City's group health, dental, life, and vision insurance plan(s); provided, however such employee is not excluded from enrollment by conditions of the insurance contract(s). All provisions of employee and dependent health insurance shall be in accordance with the current effective Master Plan Document and premiums established.

2. City Employee Share of Premium.

- a. The City shall pay 100% of the cost of the premium for group health, dental, life, and vision insurance covering the employee.
- b. To the extent provided by law, the employee shall have the option of converting the health, dental, life, and vision insurance coverage at the time of his/her separation from employment with the City.

3. Employee Dependent Share of the Premium.

Employees who desire to have dependent health, dental, life, and vision insurance shall pay for such coverage through payroll deduction.

4. Insurance Committee.

Contingent upon approval by the International Association of Firefighters and the Elko Police Department Employees Association, it is agreed that an Insurance Committee is established. The purpose of the Committee is to discuss group health insurance plan selection options and to make recommendations to the City Council and the respective bargaining units.

B. Employee Assistance Program.

1. The City of Elko recognizes that almost any human problem can be successfully treated provided it is identified in its early stages and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, marital or family distress, alcoholism, or drug abuse.
2. Benefits are payable for charges due to alcoholism, drug abuse, and mental or nervous disorders for insured employees and insured dependents under the City of Elko's group health plan. More complete information is available from the insurance agency administering said plan.
3. The purpose of this policy is to assure employees that if such personal problems are the cause of unsatisfactory job performance they will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner.
4. Employees are assured that their job, future, and reputation will not be jeopardized by utilizing this assistance.
5. Employee's problems causing unsatisfactory job performance will be handled in a forthright manner within the established employer's health and personnel administrative procedures and all records will be preserved in the highest degree of confidence.
6. In instances where it is necessary, sick leave may be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems.
7. Employees who have a problem which they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis.
8. Employees referred through the program by their supervisor may be required by the City to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve his/her problem.
9. It will be the responsibility of the employee to comply with the referrals for diagnosis of his/her problem and to cooperate and follow the recommendation of the diagnostician or counseling agent.
10. If the employee accepts the offer of help and the job performance or attendance problems improve to a satisfactory level, no further action will be taken. If the problems are not resolved to a satisfactory level additional disciplinary action, up to

and including discharge, will be taken.

11. If the employee refuses the offer of help and job performance or attendance problems continue, regular disciplinary procedures will apply, up to and including termination.
 12. The designated contact person within the City of Elko shall be the Human Resources Manager or his/her designee.
- C. The City shall pay 100% of the cost of the premium for a \$30,000 Group Term Life Insurance policy for employees covered by the Health Insurance.

ARTICLE 21 RETIREMENT

- A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of inconsistency, the terms of the Public Employees' Retirement Act shall govern.
- B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.
- C. The City has an employer-paid contribution plan and pays the entire contribution for employees who contribute to the regular employee retirement fund, to permit the entire contribution (including the employee's share) to be made on a pre-tax basis.
- D. Pursuant to NRS 286.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary or in lieu of an equivalent salary or cost-of-living increase. City and employees are each responsible for equal dollar amounts of the contributions.
- E. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases then, the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.

- F. An employee about to retire is required to provide the City a minimum of sixty days advance written notice in order to allow the City sufficient lead time in hiring a successor. Exceptions may be granted upon written request by the retiring employee through the Department Head to the City Manager.

ARTICLE 22 SAFETY AND HEALTH

The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:

1. Following the recommended practices as set forth by the manufacturer of any equipment used. Employees who have not been properly trained or do not understand how to use a piece of equipment should immediately notify their supervisor prior to using the equipment.
2. Obeying all rules, governmental regulations, signs, markings, and instructions.
3. Reporting all accidents, even minor ones.
4. Not removing, displacing, damaging, destroying, or carrying off any safety device or safeguard provided for employee use.
5. Not interfering with the use of any method or process adopted for employee safety.
6. Complying with Occupational Safety Rules and Health Standards.
7. Reporting immediately any condition or practice believed to be unsafe.
8. Wearing the appropriate OSHA required Personal Protective Equipment (PPE) provided. OSHA required Personal Protective Equipment will be provided by the City at no cost to the employee. Employees who believe they have not been provided with the appropriate PPE should notify their supervisor.
9. Using all prescribed safety equipment when required and maintaining that equipment in good working condition.
10. Not operating equipment which is not in a safe condition.
11. Always using the right tools and equipment for the job.
12. Lifting objects safely by bending knees and keeping back as straight as possible.
13. Practicing good housekeeping by returning all tools, equipment, material, etc. to their proper places.
14. Not participating in horseplay. Employees should avoid distracting others and be courteous to others.
15. Not using drugs and/or intoxicating beverages, or being impaired by such use, while on duty.
16. Being sure all seat belts are fastened and all traffic laws are obeyed when driving a City vehicle.
17. Attending all departmental safety meetings.
18. Watching the bulletin board for safety notices.

The accident prevention program was developed for one reason: to protect

employees from workplace injuries. Employees found to be in violation of any of the above may be disciplined, up to and including termination of employment.

19. The City shall offer all Landfill, Water/Sewer, Parks, Facilities, and Wastewater Treatment Plant Employees with Hepatitis and Tetanus inoculations as well as boosters.

ARTICLE 23 BUSINESS EXPENSES

When employees are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging as provided by City policy.

ARTICLE 24 LAYOFF AND RECALL

- A. If the City determines that it is necessary to reduce the work force, the City shall determine whether layoffs 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 merit and length of City service. The factors to be considered in selecting which employees will be laid off include, but are not limited to, prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality and length of service. Merit based selections shall be supported by an employee's entire work history with the City, including, but not limited to: current/recent performance evaluations, attendance records, documented counseling sessions, and/or disciplinary actions. If the City determines that general performance and other factors are essentially equal between two or more employees to be affected by the layoff, length of service with the City shall determine which employee or employees will be retained.
- B. Part-time, seasonal and probationary employees of the affected department shall be laid off before any regular employees.
- C. Non-probationary employees due to be laid off shall be given written notice of such layoff at least ten (10) calendar days prior to the effective date. A copy of the notice shall be provided to the Union.
- D. Upon being laid off, an employee with City Manager, or designee, approval may elect transfer or demotion to any available position within the City for which the employee possesses the qualifications and ability to perform the work.
- E. The names of regular employees laid off shall be placed on the reemployment list within the department which will remain valid for one year. Qualifications, seniority and ability to perform the work shall be the determining factors for returning to work. The City will notify all laid off employees of all City job vacancies for one year.

- F. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
- G. The City and the Union shall discuss alternatives to any layoff, including reduced workweek, leave of absence, voluntary layoff, and/or other issues which may minimize mandatory layoffs. The term "discuss" shall not require the City to negotiate alternatives to layoff with the Union.
- H. Laid off employees shall be paid for accrued sick leave, up to a maximum of one hundred sixty (160) hours.

ARTICLE 25
NOTICE OF SHIFT CHANGE

- A. Employees with rotating shifts shall be given as much written notice as is practicable, but in no event less than (10) working days prior to a permanent change in their assigned hours.
- B. The City shall have the right to institute temporary shift changes to accommodate reasonable operating requirements of the City, including flexible scheduling and seasonal operations. Employees shall be given no less than ten (10) calendar day's notice for any temporary shift change
- C. Except as provided for in paragraph D, an employee's shift shall not be changed to avoid the payment of overtime. Work required contiguously with the employee's scheduled work hours shall not be considered a call out, but shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay) for all hours worked.
- D. Upon mutual consent between the employee and immediate supervisor, employees who report early to work may be released after working the required number of hours in their regularly scheduled shift (i.e., eight or ten hours, respectively). Under these circumstances, overtime will not be paid unless the employee works more than the required number of hours in their regularly scheduled shift (i.e., eight or ten hours, respectively).

ARTICLE 26
NEW JOB CLASSIFICATION, RECLASSIFICATIONS, PROMOTIONS AND TRANSFERS

- A. All City employees who are promoted, transferred, or reclassified to another job classification, shall be required to serve a six (6) month new job probationary period. Employees shall typically be hired at Step 1 and after satisfactory completion of probation, be increased to Step 2. Employees will be increased to Step 3 after completing 18 months of employment, unless an unsatisfactory performance evaluation has been issued by their immediate supervisor. Thereafter, employees' rates will be increased annually to successive steps (30 months, 42 months, and 54 months), unless an unsatisfactory performance evaluation has been issued by their immediate supervisor. The total time to advance from

Step 1 to Step 6 shall be 4 years, 6 months. In accordance with Article 10, the City reserves the right to appoint employees to a step that is consistent with existing salaries and responsibilities.

- B. Employees who are successful bidders to a higher level position will be placed at the step in the new grade which is equal to their current salary or the next higher step in the new grade. Upon satisfactory completion of probation, employees will advance to the next step of the grade. Thereafter, step increases will be granted on an annual basis, unless an unsatisfactory evaluation has been issued by their immediate supervisor.
- C. Employees who transfer to a position at the same grade level will retain their current grade and step.
- D. Employees who transfer to a position at a lower grade level, will be placed in a step within the corresponding grade that is consistent with their knowledge, skills, abilities, experience, and qualifications pertaining to that position.
- E. Employees who are reclassified to a different job classification in result of added job duties, will be placed at the step in the new grade which is equal to their current salary or the next higher step in the new grade.
- F. An employee filling a job vacancy through a job posting or transfer may be returned to his/her former job if management determines he/she is unable to satisfactorily perform the job. In that event all promotions/transfers, regardless of the number of employees affected, which occurred as a result of the returning employee's promotion/transfer, shall be reversed, returning those employees back to their former position and any employee hired at an entry level position as a result of the aforesaid promotions/transfers shall be terminated, if an opening for which the employee is qualified does not exist.

ARTICLE 27 PERSONNEL FILE

- A. Each employee shall have the right, upon written request, to review the material in his or her own personnel file, wherever a file is maintained, during normal business hours, Monday through Friday.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. All material in the file must be dated and signed by the source of the material. No anonymous letters or material shall be placed in this file. Within thirty (30) days of an employee becoming aware of any material being placed in a personnel file, the employee may submit a written response and such response shall be attached and placed in the personnel file. Employees

working day shift can make arrangements with the Director of Human Resources to view their files at reasonable hours before or after their regularly scheduled shift.

- D. An employee will, upon written request to the City, receive one (1) free copy of all materials in their personnel file, limited to once per year. Employees requesting additional copies within the same year will be charged the applicable full-service market rate for all additional copies provided.
- E. Commendations shall be placed into the personnel file and a copy presented to the employee.
- F. The City, in arbitration proceedings, will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred two (2) or more years prior to the event which is the subject of such arbitration.

ARTICLE 28 EDUCATIONAL ASSISTANCE

- A. Full-time, regular employees will be eligible to receive educational assistance as outlined below:
 - 1. Prior written approval of the department head and City Manager, or designee, will be required before attending classes. Employees who do not receive prior approval WILL NOT be eligible for reimbursement.
 - 2. The course must be taken from an accredited college or university or must be an accredited correspondence course.
 - 3. These provisions apply to single courses and not educational programs.
 - 4. The course must be job related or prepare an employee for increased job proficiency.
 - 5. Employees shall not receive regular pay or overtime pay for time in classrooms or time spent studying.
 - 6. Classes shall be taken outside the regularly scheduled shift.
 - 7. All approvals of submitted requests are subject to available funding and must be within departmental budgets.
 - 8. Total reimbursement to the employee by the City shall not exceed 100% of the total eligible expenses, less funds received from other sources (for example, grants or scholarships).

- B. Payment of completion of the approved course will be as follows:
1. Tuition and books will be paid at:
 - 100% for an A or B
 - 85% for a C
 - 0 for a D or below
 - 100% for a Pass
 - 0 for a Fail
 2. Upon completion of the course, the employee shall provide the City with receipts for registration and books and copies of the final grade received.
 3. After reimbursement, any books which are purchased shall be turned in to the City for future use by all employees.
- C. The City's financial support of an employee's continuing education shall not be construed as a guarantee of a job assignment or promotion.

ARTICLE 29
LONG-TERM DISABILITY COVERAGE

- A. The City will provide employees with long-term disability insurance for qualifying injuries and/or illnesses, not otherwise covered by workers' compensation insurance. In the event an employee is absent due to a non-employment related injury, illness, and/or disability, the employee will use accumulated sick leave, compensatory time, and/or annual leave in accordance with the provisions outlined in Article 16. After ninety (90) calendar days of absence, the employee will be eligible for long-term disability coverage, amounting to 60% of the employee's monthly income. If the employee receives compensation from the long-term disability provider, he shall turn over to the City the long-term disability compensation received, while simultaneously receiving sick leave, compensatory time, and/or annual leave benefits from the City, to be deducted from existing accruals at a 40% basis. Total compensation, including long-term disability coverage, will not exceed 100% of the employee's monthly income. After the employee exhausts his accrued sick leave, compensatory time, and/or annual leave, said employee will retain any further long-term disability benefits. If long-term disability benefits are rejected, accrued sick leave, compensatory time, and/or annual leave will be deducted at straight time.

ARTICLE 30
SCOPE OF AGREEMENT AND SAVINGS CLAUSE

- A. This Agreement is the entire Agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State Statute or the Elko City Municipal Code, and terminates all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement.

- B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.
- C. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 31

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS

- A. The parties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") (N.R.S. §288.010 and following).
- B. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 32

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July, ~~2017~~ 2020, and shall remain in full force and effect until June 30, ~~2020~~ 2021. Except as otherwise provided in NRS 288.155, It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1st of any year thereafter that it desires to modify and/or terminate the Agreement.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, ~~2020~~ 2021.

IN WITNESS WHEREOF, the City and the Union have caused this Agreement to be duly executed by their authorized representatives on this _____ day of _____.

City of Elko

**OPERATING ENGINEERS LOCAL UNION #3
OF THE IUOE, AFL-CIO**

Reece Keener, Mayor

Dan Reding,
Business Manager

James K. Sullivan,
Recording-Corresponding Secretary

ATTEST:

Tim Neep,
Director of Public Employees

Kelly Wooldridge, City Clerk

Phillip Herring, Sr. Business Representative

Betty Nield, Committee Member

Morgan Dingman, Committee Member

EXHIBIT A
HOURLY WAGE SCHEDULE
~~2.0~~ 0.0% COLA Increase
Effective July 1, ~~2019~~ 2020

Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 14	Computer Information Systems Coordinator	30.0136	30.7668	31.5299	32.3204	33.0736	33.9007
	Public Works Inspector	62,428.19	63,995.02	65,582.10	67,226.36	68,793.19	70,513.51
Grade 13	Senior Engineering Technician	27.8092	28.5069	29.2229	29.9486	30.6555	31.4216
	Lead Equipment Operator	57,843.14	59,294.30	60,783.71	62,293.15	63,763.44	65,356.83
	Lead Mechanic						
	Electrician						
	WRF Technician IV						
Grade 12	Mechanic III	27.0002	27.6789	28.3673	29.0743	29.7622	30.5066
	Carpenter	56,160.41	57,572.18	59,003.98	60,474.49	61,905.38	63,453.76
	Airport Ops/Mtnr Officer						
	Water / Sewer Operator III						
	Equipment Operator III						
Grade 11	WRF Technician III	25.1955	25.8283	26.4700	27.1397	27.7815	28.4759
	Mechanic II	52,406.72	53,722.84	55,057.64	56,450.50	57,785.53	59,229.93
	Equipment Operator II						
	Water / Sewer Operator II						
	Engineering Technician						
	Building Inspector						
	Welder						
Grade 10	Lead Golf Maintenance Technician	23.7263	24.3132	24.9260	25.5495	26.1443	26.7980

	Lead Cemetery Maintenance Technician	49,350.70	50,569.60	51,846.11	53,142.87	54,380.23	55.739.78
	Equipment Operator I						
	Water / Sewer Operator I						
	Lead Park Mtnc Technician						
	Animal Control Officer						
	Animal Shelter Worker II						
	Airport Adm. Asst/Security Coordinator						
Grade 9	WRF Technician II	22.2659	22.8240	23.4009	23.9867	24.5448	25.1583
	Senior Accounting Technician	46,313.13	47,473.97	48,673.96	49,892.41	51,053.24	52,329.30
	Mechanic I						
	Golf Maintenance Technician						
	Business License Technician						
	Assistant Building Inspector						
	Planning Technician						
	Building Permit Technician						
	Facilities Maint Tech II Airport						
Grade 8	Code Enforcement Officer	21.3079	21.8476	22.3870	22.9545	23.4937	24.0808
	Parks / Cemetery Mtnc Technician III	44,320.50	45,443.07	46,564.97	47,745.38	48,866.83	50,087.98
Grade 7	WRF Technician I	20.2571	20.7687	21.2804	21.8198	22.3307	22.8893
	Technical Assistant (Non-Confidential)	42,134.77	43,198.83	44,263.34	45,385.23	46,447.94	47,609.68
	Police Records Technician II						
	Accounting Technician II						
	Police Evidence Technician						
Grade 6	Building Secretary	19.2991	19.7831	20.2757	20.7872	21.2706	21.8027
	Accounting Technician I	40,142.13	41,148.80	42,173.48	43,237.31	44,242.86	45,349.68
	Facility Maintenance Technician						
	Parks / Cemetery Mtnc Technician II						
Grade 5	WRF Technician Trainee	18.1644	18.6111	19.0855	19.5593	20.0154	20.5158
	Police Records Technician I	37,781.98	38,711.01	39,697.87	40,683.39	41,631.99	42,672.87
	Head Lifeguard/Assistant Pool Manager						

Grade 4	Facility Maintenance Worker	17.0109	17.4387	17.8758	18.3227	18.7504	19.2194
	Laborer	35,382.67	36,272.54	37,181.76	38,111.24	39,000.88	39,976.27
	Animal Control Worker						
	Landfill Scale Operator						
	Parks / Cemetery Mtnc Technician I						
	Airport Maintenance Worker						
	Recreation Coordinator						
Grade 3	Clerk Typist	15.9786	16.3788	16.7879	17.2065	17.6156	18.0559
		33,235.42	34,067.90	34,918.83	35,789.57	36,640.50	37,556.25
Grade 2	Vacant	15.0037	15.3740	15.7646	16.1554	16.5370	16.9501
		31,207.68	31,977.82	32,790.26	33,603.16	34,396.93	35,256.19
Grade 1	Lifeguard/Instructor	14.0906	14.4439	14.8071	15.1789	15.5417	15.9300
	Full-Time Latchkey Leader	29,308.44	30,043.25	30,798.75	31,572.04	32,326.65	33,134.37
	Janitor						

NOTE: Employees shall typically be hired at Step 1 and after satisfactory completion of probation (6 months) be increased to Step 2. Employees will be increased to Step 3 after completing 18 months of employment, unless an unsatisfactory performance evaluation has been issued by their immediate supervisor. Thereafter, employee's rates will be increased annually to successive steps (30 months, 42 months, and 54 months), unless an unsatisfactory performance evaluation has been issued by their immediate supervisor. The total time to advance from Step 1 to Step 6 shall be 4 years, 6 months. In accordance with Article 10, the City reserves the right to appoint employees to a step that is consistent with existing salaries and responsibilities.

NOTE: Employees who are successful bidders to a higher level position will be placed at the step in the new grade which is equal to the employee's present salary or the next higher step in the new grade. Upon satisfactory completion of six (6) months, the employee will advance to the next step of the grade. Thereafter, step increases will be granted on an annual basis, unless an unsatisfactory evaluation has been issued by their immediate supervisor.

