

ATTACHMENT II

IUEC
Date: April 16, 2021
Proposal #3

ARTICLE 3 WAGES

1. ~~The salary plan shown in Appendix B shall be increased by a 2.25% COLA across the board effective July 1, 2019. The salary plan shown in Appendix B shall be increased by a 2.25% COLA across the board effective July 1, 2020. In accordance with NRS Chapter 288, the Union and the County agree that prior to the third (3rd) year of this agreement, this article may be reopened, at the request of either the Union or the County, to determine if a salary increase will be awarded. Such request shall be provided to the other party no later than February 1, 2021.~~ The Salary Plan in Appendix B shall be increased by the 2.25% COLA across the board that was originally scheduled for July 1, 2020, but was deferred by agreement of the County and the Union until July 1, 2021, and shall be increased by an additional 2.25% COLA across the board on July 1, 2021. In accordance with NRS Chapter 288, the Union and the County agree that prior to June 30, 2022, this Article may be reopened at the request of either the Union or the County, to determine if a salary increase will be awarded for the final year of the Agreement from July 1, 2022, to June 30, 2023. Such request shall be provided to the other party no later than February 1, 2022.
2. Employees may receive an initial hourly rate above the entry hourly rate Technician I with the written approval of the County Manager based on prior relevant experience.
3. Step Increases: Persons hired into a Technician I position will be placed at the initial entry rate shown in Appendix B, as amended. At the end of the first six months of employment, the employee will be moved to Step 1 shown in the same appendix. At the end of the second six months of employment, the employee will be moved to Step 2 shown in the same appendix. At the end of the third six months of employment, the employee will be moved to Step 3 shown in the same appendix. Exceptions may be made as described in Section 2 of this article.
4. Technician II: Employees who are promoted to Technician II will be placed at the wage rate of the Technician II position as shown in Appendix B, as amended.
5. Senior: Employees who are promoted to the Senior position will be placed at the wage rate of the Senior position as shown in Appendix B, as amended.
6. No employee shall have a higher hourly rate than the hourly rates listed in Appendix B, as amended.
7. All pay increases in this Article will be effective the first day of the pay period following the increase trigger date.

IUEC
Date: April 16, 2021
Proposal #3

4/22/2021
Date
Josyl Polinski
For the County

4/21/21
Date
Michael A. Volk
For the IUEC 18

**ARTICLE 4
HOURS OF WORK - OVERTIME - SCHEDULES**

1. Work Day and Work Week;

- a. The parties agree that the employee's normal workday shall be no less than eight (8) hours and no more than ten (10) hours, excluding a one-half (1/2) hour unpaid meal period. Employees shall be granted an unpaid one-half (1/2) hour meal period normally at mid-shift between the fourth and sixth hours. Employees scheduled on ten (10) hour shifts are guaranteed three (3) consecutive days off in the scheduled workweek. Employees scheduled on less than ten (10) hour shifts are guaranteed two (2) consecutive days off in the scheduled workweek. Consecutive days off may be affected during shift bid cycle. In those instances consecutive days off are not guaranteed.
 - i. If the employee is required by a supervisor or manager or designee to work through his/her unpaid meal period or the employee is unable to take his/her assigned meal period (within 30 minutes of the assigned time) due to workloads or emergency situations, the County shall compensate the employee, including any shift differential, for missing the assigned meal period, and the employee shall still be authorized to take a one-half hour unpaid lunch period, if the employee so chooses.
 - ii. Should an employee be on his/her assigned meal break and is called back to work due to an emergency situation, the employee shall receive 30 minutes of compensation, including any shift differential, for being called back to work during the lunch period and upon completion of the emergency situation, the employee shall be allowed to finish the remainder of the assigned unpaid lunch period, if the employee so chooses.
- b. In the event the employee is assigned to a work group which is required to cover a 24-hour a day, seven (7) days a week continuous operation, and there is only one employee on the assigned shift, then the employee shall continue to receive a one-half hour paid lunch and the employee is not eligible to leave the premises during this meal period. If there are two (2) or

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Underlined = New Language

more employees assigned to the shift and they are unable to take their assigned meal break due to an emergency situation, the employee shall notify his/her supervisor of the situation, so that the time worked may be authorized. Once the situation that precluded the employee from taking his/her assigned meal period has been rectified, the employee shall be authorized to take a 30-minute unpaid meal break, if the employee so chooses.

- c. A workweek shall normally consist of 40 hours.

2. Overtime:

- a. All work performed in excess of 40 worked hours per week shall be paid for at the rate of time and one-half (1 1/2) the employee's regular straight-time rate of pay, including shift differential, if applicable.
- b. The County agrees to distribute overtime as fair and equitably as possible among employees who are qualified to perform satisfactorily the work involved.
- c. A record of all overtime assignments shall be maintained. A report of overtime assignments will be made available to the Union upon request.
- d. Management has the right to require overtime based on operational necessity.

3. Schedules:

- a. The County may establish and work a single shift or multiple shift system for any portion of the work covered by this Agreement.
- b. The Union will be furnished with a copy of the shift schedules in effect at the time of signing this Agreement and the County will provide the Union with a copy of changes to the shift starting times at least 48 hours prior to the effective change.
- c. In cases of routine changes in shifts and days off, the County will give the employee seven (7) days advance notice of such changes.

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- d. The County reserves the right to appoint employees to specific job assignments.
- e. In the event there is a vacant or new shift, other than during the shift bid process of Section 5, the County shall assign such shifts to new hires until the next shift bid process. The County can transfer existing employees to the vacant or new position until a replacement employee has been hired to meet temporary business needs.

4. Shift and Differentials:

- a. A shift will consist of one set of work times and one set of work days with days off, except as needed for training purposes.
- b. Shiftdifferential is defined as the premium to be paid to an employee above their regular straight time hourly rate for all work performed between the hours of 6:30 p.m. to 8:00 a.m.
 - i. Regular full time and part time employees shall receive shift differential based on the following rates:
 - 1. Employees assigned to work between the hours of 6:30 p.m. and 8:00 a.m. shall receive a shift premium of 4% of the regularly hourly rate of pay.
 - ii. If an employee's shift requires the employee to work between 6:30 p.m. and 8:00 a.m. the employee shall receive the shift differential for all hours worked between 6:30 p.m. and 8:00 a.m. (Example: An employee works Monday, 2:30 p.m. until 1:00 a.m. the employee shall receive 4 hours at the regular rate of pay plus 6 hours at the regular rate of pay plus the applicable shift differential.)
 - iii. If an employee is required to work beyond his or her regular shift, between 6:30 p.m. and 8:00 a.m. the employee shall receive the hourly rate (which may be at the overtime rate if they cause the employee to exceed 40 worked hours per week) plus shift differential for all hours between 6:30 p.m. and 8:00 a.m. (Example: An

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employee works Monday 8:00 a.m. until 8:30 p.m. the employee shall receive 10 hours at the regular rate of pay plus 2 hours at 1.5 times the regular rate of pay, if such hours cause the employee to exceed 40 worked hours per week, plus shift differential. Shift differential will be applied to hours of work prior to the overtime rate being applied to both wage types.)

5. Shift Bid: The County and the Union agree that a shift bid procedure based on seniority will be implemented. The shift bid procedures will apply to covered classifications in the bargaining unit except those excluded as defined in Article 1.
 - a. No less than once every twelve months, all permanent employees covered under this agreement who occupy a position classification shall be allowed to submit a bid for the purpose of expressing a shift preference and days off. Bids should be submitted to the employee's department head or his/her designee in accordance with the procedures as outlined within that department.
 - b. The County shall schedule employees to available shifts and days off (as days off are part of a posted shift) according to the bids submitted and the seniority of the employees, and shall advise the Union and affected employees of the schedules. The shift bid process shall show the individual shifts available. Once the shift bid process is completed, those shifts shall be in place and remain unchanged until the next shift bid process except as otherwise permitted by this article.
 - c. Seniority shall be determined according to an employee's length of service in a position classification within the Division. If two or more employees in the same position classification have identical seniority levels, the employee with the greater length of service with the County, as determined by the employee's hire date, shall be given bid preference. If a tie still remains, preference will be given based on the last four (4) digits of the employee's social security number with the smaller number being first.
 - d. Prior to scheduling employees to available shifts, pursuant to Section 5 (b) herein, the department head shall have the exclusive right to exempt specific employees from the shift bid procedure noted herein on the basis of operational requirements. This provision will not be utilized to exempt entire classifications.

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- e. Employees exempted from the shift bid process, along with the Union, shall be notified in writing of their exemption and the reason for the exemption. Any employee exempted from the bid shift process may request that the County Manager reconsider (sustain or overturn) their exemption from the process on the basis of operational requirements.
6. Reporting Pay: When an employee reports for duty on a regular shift, he or she shall be guaranteed a full shift of work and pay for that day unless work is not available as defined in Section 7 below. If called in before his or her regular starting time, the employee shall, nevertheless, be allowed to complete his or her regular shift for that day unless work is not available as defined in Section 7 below.
7. Call-Back Provision: When an employee is called back to the facility, as approved by a supervisor, at a time outside of, and unconnected with, his/her normal scheduled hours of work to perform unscheduled work, he/she shall be guaranteed a minimum of three (3) hours work plus any applicable shift differential. Section 7 below does not apply to the Call-Back Provision.
8. Limitation on Daily and Weekly Guarantee: The weekly and daily guarantees set forth herein shall not apply when work is not available due to the unavailability of work due to emergency situations beyond the control of the County which create a condition whereby the employee cannot perform his/her normal duties.

For the DOA/County:

Date: 4/22/2021

For IUEC Local 18:

Date: 4/21/21