

INTERLOCAL AGREEMENT FOR POLICE PROTECTION

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, pursuant to NRS 277.100 et. seq., by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, and the White Pine County Sheriff, a separate elected official of White Pine County, hereinafter referred to as "SHERIFF", with both County Commission and Sheriff collectively referred to as "COUNTY"; and the City of Ely, a municipal corporation of the State of Nevada in the County of White Pine, by and through the Mayor and City Council, hereinafter referred to as "CITY". The City and County may also be collectively referred to in this Agreement as the "Parties" or, individually, as a "Party."

WITNESSETH:

WHEREAS, the County and City desire to afford all citizens of the City with optimum police protection; and

WHEREAS, the City, as an incorporated city pursuant to Chapter 266 of Nevada Revised Statutes, within White Pine County, State of Nevada, does not have a police department; and

WHEREAS, the County, through the White Pine County Sheriff's office, has sufficient personnel and equipment with which to provide law enforcement services to the citizens of the City; and

WHEREAS, the County and the City deem it to be in the best interest of the citizens of the City of Ely to join in with the County for the provisions of police protection; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service,

activity or undertaking which any of the contracting agencies is authorized by law to perform;
and

WHEREAS, NRS 277.180(3)(f) states that the authorized purposes for contracts made pursuant to NRS 277.180 include "the joint and cooperative use of law enforcement agencies";

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

1.0. PURPOSE. The purpose of this Agreement is to reduce to writing the Parties' understanding as to the terms and condition under which the County will provide law enforcement services to the City of Ely, to include but not limited to:

- a. The provision of consolidated police protection services, by the White Pine County Sheriff's Office, to persons residing within the City;
- b. The provision of consolidated police dispatch services of the White Pine County Sheriff's Office, to persons residing within the City of Ely;
- c. The provision of a 9-1-1 public answering point maintained by the White Pine County Sheriff's Office for the citizens of White Pine County, including the incorporated City of Ely, Nevada;
- d. The provision of personnel, equipment, and detention facilities of the White Pine County Sheriff's Office to the City, for the secure detention of persons lawfully arrested and seized within the City of Ely, Nevada; and

- e. The provision of other standard law enforcement services needed within the City.

1.1. INTENT. This Agreement is intended as a comprehensive effort, pursuant to a joint effort by the Parties, to consolidate efforts in view of compelling fiscal limitations and restraints and to reduce the provision of duplicative services within the County and the City. The City shall retain all police power and, by virtue of this Agreement, confers municipal police authority on the Sheriff.

ARTICLE II

LAW ENFORCEMENT SERVICES

2.0. BASE LEVEL SERVICES. The County will provide within City limits the following base level law enforcement services, hereinafter “Law Enforcement Services”, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in unincorporated portions of White Pine County unless otherwise set forth herein:

2.0.1. Patrol Services. The County will provide Police Patrol Services for the enforcement of state law and city adopted municipal, criminal, civil, and traffic codes. Patrol Services shall include, at the Sheriff’s discretion and as necessary, foot and vehicular patrols, reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions.

2.0.2. Investigative Services. The County will provide Investigative Services consisting of on-site investigations; follow up investigations; evidence retrieval and maintenance; investigation of homes and businesses for code compliance; and all other investigations by detectives investigating all detected and reported crimes or civil infractions which are

customarily provided by the County in the surrounding unincorporated portions of White Pine County.

2.0.3. Special Services. The County will provide Special Services if available to include, but not limited to: Search & Rescue, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, reserve deputy support, and volunteer community crime prevention.

2.0.4. Support Services. The County will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, records, internal investigations, evidence management, and contract administration.

2.0.5. Evidence. The County will process and maintain evidence and property collected as a result of investigations occurring within the City and provide such evidence upon request to the City Attorney's Office in a timely fashion.

2.0.6. 9-1-1 & Police Dispatch Services. The County will provide constant 9-1-1 and Police Dispatch Services for calls, reports, and events occurring within the City of Ely.

2.0.7. Detention Services. The County will detain persons in the City and commit those persons to the White Pine County Detention Facility as needed and transport detained persons from the facility to the Municipal Court upon request from the Court.

2.0.8. Continuation of Prior Service. The County agrees to continue providing all Law Enforcement Services that have been provided to the City prior to the execution of this Agreement.

2.1. REPORTING.

2.1.1. Periodic Reporting. The Sheriff or Sheriff Designee may provide to City monthly reports at an open meeting of the City Council that identify statistics of crime and traffic activity within the City, any existing issues, and goals or future law enforcement plans. Goals for each quarterly report shall be established by the City and the Sheriff, who shall work together jointly to provide the necessary support and resources to achieve established goals.

2.1.2. Significant Occurrence. The Mayor may be promptly notified in the event of a significant criminal occurrence, emergency, or other major event with the City.

2.2. SERVICE AREA. The area to be afforded police protection services under this Agreement by the White Pine County Sheriff's Office shall be all that certain geographical area constituting the incorporated City of Ely, State of Nevada as now defined or as may be defined in the future.

ARTICLE III

EMPLOYEES

3.0. EMPLOYEES FOR POLICE PROTECTION. The County agrees to provide sufficient personnel and equipment in the same manner as they are provided in unincorporated areas of White Pine County to provide police protection, dispatching services, and detention services to the City.

3.0.1. Sheriff. "Sheriff" means the duly elected sheriff of White Pine County possessing those general duties set forth in the Nevada Revised Statutes.

3.0.2. Role of Sheriff in City. For purposes of this Agreement, the Sheriff of White Pine County shall be the acting Chief of Police of the City. The Sheriff shall be responsible for the enforcement of all laws and ordinances within the City, the investigation of all crimes therein, and the prevention of crime therein. The Sheriff shall also be solely responsible for the assignment of personnel and equipment to areas within the City. The Sheriff, may, in his discretion, call upon other state and federal law enforcement officials in the enforcement of laws, and in the investigation of crimes within the City. Authority granted herein is not intended to grant the Sheriff discretion to expend public funds not otherwise agreed to by the Parties hereto. The Mayor may identify law enforcement issues and may request the Sheriff or his Designee to address these issues. The Sheriff and all other personnel assigned to the City under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

3.0.3. Supervision And Evaluation of Personnel. The supervision and evaluation of personnel within the White Pine County Sheriff's Office shall be within the sole discretion of the Sheriff.

3.1. COMPENSATION OF PERSONNEL. The setting of salaries and compensation of any deputy Sheriff for police protection as contemplated by this Agreement, shall be the sole responsibility of the Sheriff and shall follow the WPC Sheriff's Office Employee Association Contract. The City shall not have any voice on the compensation provided to individuals under the terms of this Agreement.

3.3. TRAINING. The County shall be solely responsible for the provision of training of those deputies tasked with performing the service and fulfillment of this contract.

3.3.1. Expertise. The County shall ensure that all personnel necessary to provide the services contemplated by the terms of this Agreement shall have the required training, experience and licenses or certifications as are, or may be, required by the State of Nevada or Federal law, necessary to properly execute the terms contemplated by the parties in the provision of the comprehensive police protection to the citizens of the City of Ely.

ARTICLE IV

TERM

4.0 INITIAL TERM. The Initial Term of this Agreement shall commence as of 12:01 A.M. on July 1, 2023, and shall terminate at Midnight June 30, 2026. This Agreement contemplates a term of three (3) years in duration.

4.0.1. Automatic Extension. This Agreement does not contemplate automatic extension upon expiration of the term herein. However, if the Parties are in negotiations and have not ratified a successor Agreement, the terms of this Agreement shall remain in effect until such time as the parties successfully negotiate and ratify a successor Agreement or the Agreement is terminated pursuant to Section 14.1 as provided herein.

4.1. TERMINATION. This Agreement shall be reopened for renegotiation of terms, or for possible termination, if and when the City of Ely has its own, and deploys in the City of Ely, Nevada P.O.S.T. certified law enforcement officers.

4.2. COMMENCEMENT OF PERFORMANCE. Performance under this Agreement by each respective Party shall commence on July 1, 2023.

ARTICLE V
PAYMENT

5.0. PAYMENT FOR SERVICES. For the County's satisfactory performance of Services contemplated herein, the City will Pay to the County Twenty-Two and One-Half percent (22.5%) of the County's prior year's expenditures for the following County departments:

Department 300: Public Safety – Task Force Grant/Sheriff

Department 301: Sheriff Administration

Department 302: Sheriff Detective

Department 303: Sheriff Patrol

Department 306: Sheriff Dispatch

5.1. PAYMENT DUE DATE. Payments contemplated in Section 5.0. which shall be due by the City shall be made the first day of each quarter during the fiscal year, meaning, July 1, October 1, January 1, and April 1 of each year of this Agreement.

5.1.2. Place of Payments. Payment identified in this Agreement shall be sent to the County at the following address:

White Pine County Finance Department
801 Clark Street, #3
Ely, NV 89301

5.2. PURCHASE OF EQUIPMENT IN LIEU OF PAYMENT. At the City's request, the City may purchase the capital equipment for the County out of the City's Capital Expenditure Fund and subtract the total purchase amount for the equipment from the annual amount owed to the County in Section 5.0 and/or 5.1 of this Agreement. However, this capital purchase credit cannot

exceed 20% of the total amount cash owed to the County for any one fiscal year. All capital items purchased by the City will become the property of the County.

ARTICLE VI

EQUIPMENT, MAINTENANCE, & OPERATING COSTS

6.0. COMMITMENT OF EQUIPMENT. The County shall provide all necessary equipment to meet its obligations under the terms of this Agreement to provide comprehensive police services, at no additional cost or expense to the City.

6.1. MAINTENANCE. The County shall be solely responsible for all of the maintenance of the equipment, buildings, and /or vehicles necessary for the County to provide the City with the comprehensive police services contemplated by this Agreement.

6.2. OPERATING COSTS. The County shall be solely responsible for all of the operating costs of the County for the provision of the comprehensive police services contemplated by this Agreement.

ARTICLE VII

LIABILITY

7.0. HOLD HARMLESS & INDEMNIFICATION. The County shall be solely liable for all acts of the personnel contemplated in this Agreement necessary for the provision of comprehensive police services to the City. The County shall protect, indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees and agents, from all damages, injury, loss, expenses, or liability incurred by the County and its' employees, agents, and/or assigns while engaged in Police Protection by the County, from any acts, failure to act, or omissions in connection with this agreement and all services hereunder, and shall not seek reimbursement or indemnification from the City, unless the complained of acts were taken at the specific direction of the City. There shall be no liability between the parties for any losses, expenses, or damages that any other party may sustain as a result of any party failing or refusing to respond to a police protection related matter by County personnel.

7.1. INSURANCE. The County shall provide general liability, automotive liability and law enforcement liability insurance for its operations in fulfilling the comprehensive police services contemplated by this Agreement.

7.1.1. Worker's Compensation Insurance. The County shall provide Worker's Compensation insurance for all personnel necessary for the provision of the comprehensive police services contemplated by this Agreement.

7.1.2. Insurance: Property, Equipment, and Vehicles. The County shall be responsible for providing insurance for all vehicles, equipment, buildings or any other items under its control.

ARTICLE VIII
NONDISCRIMINATION

8.0. NONDISCRIMINATION CLAUSE. The Parties hereto agree not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, sexual orientation, position, or condition which would not otherwise disqualify any such employee or applicant from the performance of comprehensive police services.

ARTICLE IX
OTHER CONTRACT TERMS

9.0. AMENDMENTS. Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto.

9.1. EXECUTION OF ADDITIONAL INSTRUMENTS. Each Party, at anytime, at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

9.2. USE OF PRONOUNS. Feminine or neuter pronouns shall be substituted for those of masculine for or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

9.3. CLAUSE HEADINGS. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

9.4. NOTICES. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

County:
White Pine County Finance
801 Clark Street, Suite 3
Ely, Nevada 89301

City:
City of Ely
501 Mill Street
Ely, Nevada 89301

9.5. PRESERVATION OF ORIGINAL AGREEMENT. This Agreement shall be executed by the Parties with an original copy, which shall be filed with the Clerk of the Seventh Judicial District Court, the Official Clerk of the Board of County Commissioners and the City Clerk of the City of Ely, City Council.

9.6. ASSIGNMENT. This Agreement shall inure to the benefit of the successors in office of the Parties.

9.7. APPLICATION OF OPEN MEETING LAW. This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

9.8. CONTRACT DOCUMENTS. The documents which comprise the Agreement between the Parties are attached hereto and made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

9.9. SEVERABILITY. If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.

9.10. ENTIRE AGREEMENT. It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.

9.11. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

9.12. LEGAL REQUIREMENTS. All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.

9.13. NO THIRD-PARTY BENEFICIARIES. The County and City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.

9.14. DISPOSITION OF EARLIER AGREEMENT. The Interlocal Agreement for Police Protection entered into on July 22, 2015 ("Prior Agreement"), between the Parties, and any amendments thereto, are hereby replaced and said Prior Agreement is hereby terminated effective on the commencement date hereof, provided that the remedies and other provisions of the Prior Agreement, which by their terms should continue to survive to protect the interests of the Parties, shall survive to the extent permitted by applicable statutes of limitations.

IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

[Signature Page(s) Following]

**ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF WHITE PINE
COUNTY:**

CHAIRMAN: _____

DATED this ____ day of _____, 2023.

COUNTY CLERK

SCOTT HENRIOD, WHITE PINE COUNTY
SHERIFF

**ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF ELY:**

MAYOR: _____

DATED this ____ day of _____, 2023.

CITY CLERK

DATED this ____ day of _____, 2023.

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3**

**ARTICLE 20
SICK LEAVE**

- A. Sick leave is for use by an employee who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, injury, optomology, orthodontia, dental service or examination, diagnostic test(s), or death in his/her immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set in this Article. 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 and has an out-of-area appointment, the employee may use annual leave time or leave without pay. Continuance of pay during absence from duty for individual or family sickness shall depend upon compliance within this article.
- B. Use of sick leave for immediate family is defined as (spouse, registered domestic partner, parent, child or sibling) for related illness.
- C. Any combination of work and sick leave on one (1) day shall not result in the payment of overtime pay.
- D. 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 his/her recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.
 2. Employees are to make every reasonable effort to schedule such appointments at times which have the least interference with his/her normally scheduled work period.
 3. Any employee fraudulently claiming sick leave shall be subject to disciplinary action up to and including discharge.



Nathan Robertson
City of Ely Chief Negotiator



Phillip Herring
Business Agent OE 3

Dated this 14 Day of May, 2023.

T.A. # 6

TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3

ARTICLE 6
CREATION OF NEW JOB CLASSIFICATIONS AND GRADES

If, at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, shall negotiate the changes.

The parties agree to add the new classification of Deputy Chief to the contract. The parties also agree to implement and staff this new classification when the Fire Department is fully staffed with qualified employees and the new position is properly budgeted for within the life of this contract. The Deputy Chief position will be a 40 hour a week position consisting of a 5-8 work schedule. The job description will be reviewed by the Union and the City and mutually agreed upon before implementation.



Nathan Robertson
City of Ely Chief Negotiator



Phillip Herring
Business Agent OE 3

Dated this 19 Day of May, 2023.

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3
EXHIBIT C**

Effective July 1, 2022~~22~~**23**

	Hire Rate
Firefighter Trainee	\$17.00

<u>Basic EMT</u>	<u>\$18.00</u>
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<u>Advanced EMT</u>	<u>\$19.00</u>
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<u>Paramedic</u>	<u>\$20.00</u>
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EXHIBIT C

Effective July 1, 2023~~23~~**24**

	Hire Rate
Firefighter Trainee	\$17.00

<u>Basic EMT</u>	<u>\$18.00</u>
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<u>Advanced EMT</u>	<u>\$19.00</u>
---------------------	----------------

<u>Paramedic</u>	<u>\$20.00</u>
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Nathan Robertson
City of Ely Chief Negotiator



Phillip Herring
Business Agent OE 3

Dated this 19 Day of May, 2023.

T.A. # 8

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3**

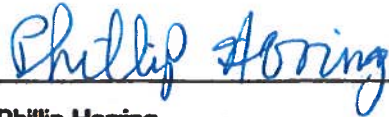
Exhibit F

- I. This schedule is a 24-day rotation that will consist of three shifts, each shift working a total of eight (8) days in this 24-day rotation.

S	M	T	W	T	F	S
A	B	A	B	A	B	A
B	C	A	C	A	C	A
C	A	B	C	B	C	B
C	B	C				



Nathan Robertson
City of Ely Chief Negotiator



Phillip Herring
Business Agent OE 3

Dated this 19 Day of May, 2022.

T.A. # 9

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3**

**ARTICLE 25
HOURS OF WORK/OVERTIME**

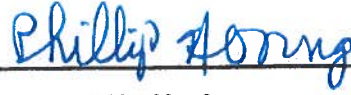
I. Schedules

- A. The City of Ely Fire Department shall remain as 7K exempt employees. The hours of work for the City Fire Department will be 24 hour rotating shifts (see exhibit F). The City work period for the City Fire Department shall remain at 14-days. The work schedule for shift employees shall consist of 144 hours on duty or 120 hours on duty or 96 hours on duty depending on the rotation. This rotating work schedule results in the assigned employee being scheduled to work one hundred forty- four (144) hours per 14-day work period or one hundred twenty (120) hours per 14-day work period or ninety-six (96) hours per 14-day work period.**
- B. Scheduling of work shifts and work weeks shall be as directed by the Chief.**
- C. The City and the Union understand and agree that sick leave, vacation leave, compensatory leave, etc. shall remain as time used by the employee during regularly scheduled work hours per the CBA.**
- D. Overtime shall be any hours worked in excess of 106 hours in the fourteen (14) day work period (7K Exemption). Hours worked shall not include vacation, sick leave, short term disability leave, or other unworked paid/unpaid time off.**



Nathan Robertson

City of Ely Chief Negotiator



Phillip Hering

Business Agent OE 3

Dated this 19 Day of May, 2023.

T.A. # 10

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF ELY
FIRE DEPARTMENT
AND
OPERATING ENGINEERS LOCAL UNION # 3
EXHIBIT A**

Effective July 1, 2022²³

7.5% WAGE INCREASE APPROVED BY THE CITY COUNCIL 8-27-22

	Hire Rate	Year 1	Year 2	Year 5	Plus 10 years
Assist. Chief Base Rate	\$ 23.92 <u>\$25.71</u>	\$25.35 <u>\$27.25</u>	\$26.86 <u>\$28.87</u>	\$28.49 <u>\$30.63</u>	\$30.20 <u>\$32.47</u>
E M S Coordinator	Increase of 5% above current pay rate to assume position				
Assist. Chief with Fire Insp.	\$24.27 <u>\$26.09</u>	\$25.73 <u>\$27.66</u>	\$27.26 <u>\$29.30</u>	\$28.91 <u>\$31.08</u>	\$30.65 <u>\$32.94</u>
Fire Insp. = 2% incr. base					
	Hire Rate				
Acting Assist. Chief	\$23.92 <u>\$25.71</u>				

EXHIBIT B

Effective July 1, 2022²³

7.5% WAGE INCREASE APPROVED BY THE CITY COUNCIL 8-27-22

	Hire Rate	Year 1	Year 2	Year 5	10 years Plus
Firefighter	\$20.25 <u>\$21.77</u>	\$21.45 <u>\$23.06</u>	\$22.74 <u>\$24.45</u>	\$24.11 <u>\$25.92</u>	\$25.58 <u>\$27.50</u>
Fire Insp. = 2% incr. base					

EXHIBIT C

Effective July 1, 202223

7.5% WAGE INCREASE APPROVED BY THE CITY COUNCIL 8-27-22

	Hire Rate
Firefighter Trainee	\$17.00 \$ 18.28
<u>Basic EMT</u>	<u>\$18.00</u>
<u>Advanced EMT</u>	<u>\$19.00</u>
<u>Paramedic</u>	<u>\$20.00</u>



Nathan Robertson
City of Ely Chief Negotiator



Phillip Herring
Business Agent OE 3

Dated this 19 Day of May, 2023.

AGREEMENT

BETWEEN

CITY OF ELY FIRE DEPARTMENT

AND

OPERATING ENGINEERS, LOCAL 3

JULY 1, 2023 TO JUNE 30, 2025

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ARTICLE 1
PREAMBLE

A. This agreement is entered into by the City of Ely, 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 of this agreement to assure sound and mutually beneficial working and economic relationship 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, the Union and the employees that the City is engaged in rendering public service to the general public and that there is an obligation on each part 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

Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereinafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the Chief but to include Assistant Chiefs and all classifications beneath this grade as defined for the purpose of collective bargaining. The Union makes the agreement in its capacity as the exclusive bargaining agent for the City Fire Department Bargaining Unit.

ARTICLE 3
ASSISTANT FIRE CHIEF' NEW HIRES' SPECIALTY PAY

I. Deputy Chief

II Assistant Fire Chief

Definition

Under general direction, as a shift supervisor, is responsible for all operating, maintenance, and inspection functions of a fire station; responds to fire alarms, and pending arrival of the Fire Chief, Assumes command in such emergency situations; trains and supervises volunteer personnel.

Examples of duties (The following is used as a partial description and is not restrictive as to duties required.)

Responds to fire alarms and directs fire suppression activities in the absence of the Fire Chief; evaluates the fire; determines appropriate techniques to combat it; supervises the laying of hose lines, placement of equipment, direction of suppressants, first aid and rescue activities, performs the duties of an Emergency Medical Technician. In the presence of the Fire Chief, directs volunteer personnel and equipment in carrying out the orders of the Fire Chief. Assists in fire prevention programs. Coordinates company inspections of fire target hazards and commercial buildings for pre-fire planning. Conducts or assists in investigations of cause of fire and prepares recommendations as to action to be taken. Estimates extent of damage and loss. Supervises and participates in the cleaning, repair and maintenance of equipment, quarters and apparatus. Provides on-the-job training to volunteer personnel and paid staff. May testify in court or other proceedings. Prepares various records and reports. Frequent public contact when inspecting, fighting fires, at school fire drills and other school programs, answering questions, giving directions in emergency situations and with other regulatory agencies. Performs related work as required. Any added duties will be negotiated by the parties.

Desirable Knowledge, Skills and Abilities

Thorough Knowledge of: Principles and equipment used in the suppression and prevention; first aid and rescue techniques; physical layout of the City and County; causes and characteristics of fires; zoning, building construction; preservation of evidence; incendiary methods and materials. Skill in the application of firefighting methods and techniques and in the use and general care of facilities and equipment. Ability to: Supervise and train others in firefighting techniques to specific situations; communicate effectively in both oral and written form; establish and maintain effective working relationships; perform with physical strength and agility. Willingness to work shifts, overtime, weekends and holidays.

Preferred Education and Experience

Graduation from high school, preferably supplemented by recognized courses in firefighting, fire hydraulics, first aid and related courses, and three years of experience on fire suppression and prevention activities, of which one year was in a supervisory capacity, or an equivalent combination of education and experience.

License: Must possess a valid Nevada Motor Vehicle operator's license prior to appointment, and must possess Firefighter II, Advanced EMT, Fire Officer I and Fire Instructor I upon appointment. The fire Chief may wave no more than 2 certifications as long as all certifications are completed within 24 months of hire or promotion.

III. Firefighter

Effective July 1, 2015, to be considered for a position within the Bargaining Unit, all new hire firefighters are required to have completed all of the following requirements:

1. Nevada approved Firefighter I Certification
2. Nevada approved Advanced EMT Certification
3. Nevada Class B Commercial Driver's License with tanker endorsement within twelve calendar months of hire.
4. Nevada Class F Endorsement

IV. Firefighter Trainee

Effective July 1, 2021, to be considered for a position within the Bargaining Unit, all new hire firefighter Trainees are required to have Nevada approved AEMT Certification or Paramedic Certification and completed all of the following requirements within 12 months of hire date and may be advanced sooner upon the chief's approval:

1. Nevada approved Firefighter I Certification
AND
2. Obtainment of a Nevada Class B Commercial Driver's License with tanker endorsement within twelve calendar months of hire.

V. Specialty Pay

1. All Bargaining Unit members who obtain certification to perform fire inspections for the City of Ely shall receive a two (2%) percent increase in their hourly rate, so long as they maintain that certification.
2. All Bargaining Unit employees hired before July 1, 2015 who obtain and maintain their Nevada approved Paramedic Certification shall receive a two (2%) percent increase in their hourly rate so long as they maintain that certification.

VI. Cost of Living Increase.

1. Effective July 1, 2023, employees shall be compensated at zero Percent (0%) above the Pay Schedule as attached in Exhibit A and in accordance with the rules of that system as set forth in NRS Chapter 286 calculated with the PERS deduction.
2. Effective July 1, 2024, employees shall be compensated at Three Percent (3%) above the Pay Schedule as attached in Exhibit A.

ARTICLE 4
NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

ARTICLE 5
DISCIPLINARY PROCEDURES

A. When a non-probationary employee's job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing, the employee shall sign the notice of deficiency and have a copy placed in the employee's personnel folder. The employee shall be granted a reasonable period of time for improvement or correction of the noted deficiency of not less than thirty (30) calendar days or more than ninety (90) calendar days. If the employee's work performance does not meet standards after the improvement period, then the supervisor may begin disciplinary action as outlined under Article 26 of this Agreement.

B. Written reprimands may be removed from an employee's personnel file at the written request of an employee twelve (12) months after the date of the reprimand, provided no additional discipline has been issued to the employee during this time. Removals will be at the discretion of the City based on the nature of the reprimands and the employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

C. Disciplinary action may consist of, but not limited to, documented verbal warning, written reprimand, suspension or leave without pay, or termination. No covered employee may receive disciplinary action without just cause.

D. DUE PROCESS PROCEDURE: When the City receives a complaint regarding an employee the City shall take the following steps. This shall be the sole process for administering discipline to covered employees.

1. **Investigatory Meeting** - As soon as practicable, based upon the nature of the complaint, the Department Head and/or the City Administrator shall notify the covered Employee that he/she has received a complaint and schedule a meeting with the employee in investigate the complaint. The covered Employee is entitled to have a Union Representative with him/her at this investigatory meeting, if he/she so chooses. The Employee and the Union Representative shall have the

right to know what the Employee is being accused of and allow the Employee to explain their actions regarding the events leading up to and subsequent (if applicable) to the alleged incident. The Union Representative shall attend the Investigatory Meeting to ensure the Employee's Rights are preserved, but shall not be allowed to answer questions or speak on behalf of the Employee. During the investigatory meeting, the Union Representative shall have the right to ask follow up questions pertaining to the investigation. An Employee's refusal to attend the Investigatory Meeting shall be deemed insubordination, potentially subjecting the Employee to additional disciplinary action. If the Employee is required to return to the City of Ely to attend an Investigatory Meeting after his/her shift or on a day off, he/she shall be paid for all time spent with the Department Head and/or City Administrator.

2. Administration of Discipline.

(a) Within five (5) business days following the investigatory meeting with the covered Employee and his/her Union Representative (if applicable) the Department Head and/or the City Administrator shall make a decision regarding administering any disciplinary action. In the event the City decides that a violation of City of Ely Personnel Policy Manual has occurred and based upon the severity of the infraction and prior disciplinary status of the covered Employee, unless the Employee receives a documented verbal warning, the Department Head and/or the City Administrator shall reduce the discipline to be administered into writing, identifying the nature of the complaint, the results of the investigation, the level of discipline to be administered, and the rationale for the level of discipline administered. In addition, the Department Head and/or the City Administrator shall admonish the Employee that future infractions could lead to additional disciplinary action, up to and including, suspension pending termination.

(b) Depending on the severity of the alleged violation of policy, the Department Head and/or City Administrator shall provide the covered Employee with at least twenty-four (24) hours' advanced notice from the investigatory meeting to the administration of discipline. In appropriate circumstances, the City may place the covered Employee on Leave Without Pay, pending a determination of what level of discipline may be appropriate based upon the nature of the allegation and the results of the investigatory meeting. If the City determines to place an employee on Leave Without Pay, the Department Head or the City Administrator shall contemporaneously notify the Union of the action. The parties stipulate and agree that the employee, or the Union on behalf of the employee, retains the right to argue at each step of the grievance procedure that the time spent on Leave without Pay was excessive.

(c) The City may determine to immediately administer disciplinary action, especially in circumstances when allowing the Employee to return to the work place is unsafe, could result in loss of City property or information, or where the Employee's conduct could negatively impact the moral of fellow employees or the operations of the Department, in which case, the City reserves the right to administer discipline immediately following the investigatory meeting.

(d) The employee shall have the right, but not the obligation, to respond, in writing to any disciplinary action administered by the Department Head and/or City Administrator and have a copy of the written response attached to the administered disciplinary action. In order to attach a written response, the employee must provide that written response no later than thirty (30) calendar days from administration of disciplinary action. Any response will remain in the employee's personnel file pursuant to this Article.

E. All disciplinary under this Article shall be subject to the grievance procedures identified in Article 23.

ARTICLE 6

CREATION OF NEW JOB CLASSIFICATIONS AND GRADES

If, at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, shall negotiate the changes.

The parties agree to add the new classification of Deputy Chief to the contract. The parties also agree to implement and staff this new classification when the Fire Department is fully staffed with qualified employees and the new position is properly budgeted for within the life of this contract. The Deputy Chief position will be a 40 hour a week position consisting of a 5-8 work schedule. The job description will be reviewed by the Union and the City and mutually agreed upon before implementation.

ARTICLE 7

PERSONNEL FILE

A. Each employee shall have the right, upon written request and at any reasonable time, to review the material in his/her personnel file.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All negative material or payroll documentation in this file must be signed by the employee and dated and a copy provided to the employee at the time it is signed. No anonymous letters or material shall be placed in this file.

D. An employee, upon written request to the City, may receive copies of all materials in their personnel file.

E. Upon written request of an employee, or the Union on behalf of an employee, a copy of any disciplinary records, performance evaluations or payroll related documents necessary to prosecute a grievance on behalf of the employee, shall be provided to the employee or the Union. In order to produce a copy of documents for the Union on behalf of an employee, the employee must authorize the release of documents, in writing, signed and presented to the City of Ely. The City shall have five (5) business days to produce the requested records. A copy of the authorization shall remain in the employee's personnel file.

F. After one (1) year the member may request in writing that any derogatory or adverse documents relating to discipline be removed. All derogatory or adverse documents relating to discipline shall be removed after two (2) years if no other disciplinary action has occurred within that two (2) years, upon written request of the employee.

ARTICLE 8 **STEWARDS**

A. The Union may designate one (1) employee as shop steward and this steward shall be authorized to meet and confer with City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

ARTICLE 9 **ORIENTATION AND NEW EMPLOYEES**

I. Orientation

The Union shall be notified of the employment of employees within the bargaining unit. The Union steward will be granted time to orient all new employees concerning the Union. Orientation shall not be done on City of Ely property or premises.

II. Probation

A. Employees shall serve a probationary period during which time their work performance and general suitability for city employment will be evaluated. The probationary period for all classifications shall be six (6) months. The City may request an extension of the probationary period through a meeting with city management, the union, immediate supervisor and the employee to discuss the option of extending the probationary period for no more than an additional six (6) months. All involved parties shall sign an appropriate document agreeing to the extension of the probationary period.

B. Former employees who are rehired following a break in service of ninety (90) calendar days or more, shall serve a new probationary period. This does not apply to an employee called back during the recall period following a layoff.

C. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Grievance and Arbitration procedure of this Agreement.

D. Probationary employees may not promote, demote or transfer to another position during the probationary period.

ARTICLE 10 UNION DUES

A. Employees may authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee, the amount equal to one half the total monthly dues.

B. The sums deducted shall be forwarded to the Union after the deduction has been made. The City also agrees to supply each time, the Union with a list of employees who have authorized deductions. If the employee is new, the list will state "add." If the employee leaves the City, the form will state "delete."

C. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason taken by the City in reliance upon any authorization cards submitted by the Union of the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

D. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter unless withdrawn by the employee the month immediately preceding their anniversary hire date.

E. The Union will certify to the City in writing the current rate of membership dues. The City will be notified in writing by the Union of any change in the rates of membership dues thirty (30) calendar days prior to the effective date of such change.

ARTICLE 11

RETIREMENT

A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286 or successor statutes, if applicable.

B. Eligibility for retirement shall be governed by NRS 286.510 or its successor statute. Employees are advised to be familiar with these provisions as they apply to eligibility for retirement.

1. The previous subparagraphs in this paragraph do not affect payment for overtime pay, holiday pay or other premium pays contemplated in the collective bargaining agreement, unless specifically changed in a subsequent collective bargaining agreement.

ARTICLE 12

MANAGEMENT RIGHTS

The City is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the City in all its various aspects pursuant to NRS 288.150.

ARTICLE 13

UNION BUSINESS LEAVE

A. One (1) employee from the bargaining unit may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty. If a bargaining day shall be on the employee's non-work day, the employee shall be paid overtime pursuant to Article 25 for all hours in collective bargaining on that day.

B. One employee Union representative may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time during which such employee is scheduled to be on duty.

C The Union shall notify the City of the designated representatives who shall be authorized to fill those positions.

ARTICLE 14

JURY DUTY/COURT APPEARANCE

A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in the general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.

B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.

C. The employee shall be responsible for completing the time report for days of court leave granted while absent from his/her regular duties.

ARTICLE 15

CLOTHING UNIFORM

I. Clothing

A. If required by the employee's department head with written approval from the City Clerk/Administrator or his designee, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and uniform. The City shall provide all employees with necessary personal protective equipment and clothing for both structural and wild-land fire-fighting.

B. All protective clothing and equipment shall meet the requirements provided by Nevada or Federal OSHA.

C. The City will promptly repair and/or replace any protective clothing damaged or destroyed in the line of duty.

D. When an employee performs duties which may result in the employee's clothes being stained because of contact with grease, lubricants or similar substances, the City shall make available to the employee protective clothing.

II. Uniforms

A. The City shall supply each firefighter up to \$ 926.00 per year for a uniform allowance, to be used by the City to purchase the employees their uniforms.

- B. The firefighter shall be required to supply and maintain their bedding.
- C. Firefighters shall abide by the Uniform Code for Ely Fire Department:
 - 1. Coveralls provided by City and maintained by City.
 - 2. Dark blue shirts - Long or Short Sleeves.
 - 3. "T" Shirts - Summer uniforms Navy Dark Blue - with E.F.D. logo.
 - 4. Navy Blue Pants - Cotton - "Station Pants."
 - 5. Dark Shoes or Boots "Personal Pleasure."
 - 6. Badge shirts must be worn anytime staff is out of the station except during emergency calls.
 - 7. Name Tags with Rank and EMS certification
 - 8. Clean and presentable uniforms will be worn. If worn, hats must be clean and presentable reflecting the City of Ely Fire Department.
 - 9. Job shirts may be worn during winter months in place of # 6 as long as all patches and embroidery meet department policy.
 - 10. Workout uniforms may be worn during workout sessions or after business hours. Workout uniforms shall consist of dark blue sweat pants, shorts and T shirts with City of Ely Fire Department logos printed on each piece of clothing in accordance with department policy.
- D. The Uniform Code may be changed by a mutual agreement between the Union and the City.
- E. Employees may use the uniform allowance for the purchase of tools of the trade or other specialty items only after the uniform requirements have been met first. Purchase of tools of the trade may not exceed the annual uniform allowance. (Example: Specialty cutting tools, stethoscope, gloves or other items of choice)

ARTICLE 16
BUSINESS TRAVEL EXPENSES

A. City of Ely will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Fire Chief, then the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

B. Employees whose travel plans have been approved should make all travel arrangements through the Fire Chief.

C. When approved, the employee's actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by City of Ely. Employees shall be paid the per diem rate set for employees of the State of Nevada. Employees are expected to limit expenses to reasonable amounts.

D. Any employee who is involved in an accident while traveling on business must promptly report the incident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

E. Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

F. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee. The employee shall indemnify, defend and hold the City completely harmless for any and all claims or suits arising out of his/her request to allow someone to accompany them on the trip. The City shall be in no way liable for any losses incurred by the employee or any family member or friend resulting from their participation in travel. The employee shall be required to use his/her own personal vehicle if taking a family member or friend on any business trip.

G. Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 17
MEDICAL AND LICENSE REQUIREMENTS

A. Any and all fees and/or costs associated with employee requirements for licensing and/or examination necessary for continuing employment shall be paid for by the City.

B. Hepatitis- The City will pay for a one time series of shots for all firefighters.

C. **TRAINING:**

Upon approval of the Fire Chief, employees will be reimbursed for (1) one reasonable training course per year to include tuition, books and consumable educational materials costs for educational training courses that meet the following conditions:

- 1) The training is directly related to the required skill or education for the employee's current position.
- 2) The training is in accordance with the departmental training standards
- 3) Employee successfully completed the training course
- 4) The course is taken from a recognized and/or accredited school, such as NFPA, IFSAC, Nevada approved EMS training, etc.

ARTICLE 18
LAY OFF

A. Seniority shall start at the time of initial hire date with the City and shall be the only consideration in case of layoffs, demotions, and recalls within this unit. The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion.

B. Any regular status employee reduced in grade or laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

Employees with:

0 to 8 Years of Service = 1 year recall period

.8 or more Years of Service = 2 year recall period

C. The City will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at his/her last known address, of an offer of recall and shall, within twenty-one (21) calendar days from the date of mailing, respond affirmatively in person to the City Administrator of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within two (2) weeks of acceptance of the offer. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

ARTICLE 19

LEAVE OF ABSENCE

I. Leave of Absence without Pay

A. Leave without pay may be granted only to an employee who desires to return to City service.

B. Leave without pay of less than thirty (30) calendar days may be granted by the City Administrator.

C. Leave without pay of thirty (30) calendar days or more may be granted for the good of the public service by the City Council.

D. The employee shall retain his/her status as a public employee and the pay, leave and benefit accrual levels as earned prior to the approved leave.

II. Leave of Absence with Pay

When it is impractical for a registered voter to vote before or after his normal working hours.

III. Unauthorized Absence

A. An unauthorized absence from work shall be a no call no show and may be a cause for disciplinary action up to and including termination.

B. An unauthorized absence for two (2) consecutive shifts shall be regarded as an automatic resignation from City employment.

ARTICLE 20
SICK LEAVE

I. Accruals

A. Employees shall start accruing sick leave upon the date of hire, but shall not be allowed to utilize sick leave accruals until completion of their probationary period. A probationary employee who fails to satisfactorily complete their probation period shall not be entitled to payment for any accrued sick leave.

B. Full time employees shall accrue sick leave at the rate of 11.08 hours per pay period.

C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full-time employee or 5.54 hours per pay period.

D. Employees hired on an intermittent or temporary basis shall not accrue sick leave.

E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff with ten (10) or more years of service shall be entitled to payment of 50% of his/her accrued sick leave at his/her base rate of pay,

F. In the event an employee passes away during his/her employment with the City, regardless of the years of service, the City shall pay to the designated beneficiary of the employee's estate fifty percent (50%) of the sick leave accruals based on the employee's hourly rate of pay at the time of his/her death.

II. Worker's Compensation

A. In the event an employee is absent due to an employment connected temporary disability, he/she may receive compensation as determined by the State Industrial Insurance Commission As referenced in NRS 281.390 and sub sections 616 A to 616 D, inclusive, or NRS 617, plus an amount from the City which would cause the amount received by the employee to equal his/her salary at the time of his/her disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave.

B. In the event compensation is not immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he/she shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

III. Sick Leave Use

- A. Sick leave is for use by an employee who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, injury, optomology, orthodontia, dental service or examination, diagnostic test(s), or death in his/her immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set in this Article. 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 and has an out-of-area appointment, the employee may use annual leave time or leave without pay. Continuance of pay during absence from duty for individual or family sickness shall depend upon compliance within this article.
- B. Use of sick leave for immediate family is defined as (spouse, registered domestic partner, parent, child or sibling) for related illness.
- C. Any combination of work and sick leave on one (1) day shall not result in the payment of overtime pay.
- D. 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 his/her recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.
 - 2. Employees are to make every reasonable effort to schedule such appointments at times which have the least interference with his/her normally scheduled work period.
 - 3. Any employee fraudulently claiming sick leave shall be subject to disciplinary action up to and including discharge.
 - 4. Upon retirement if an employee has sick leave accrued he/she shall be compensated up to 90 days' pay.

ARTICLE 21
BEREAVEMENT LEAVE

- A. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.
- B. Employees may have three (3) shifts (up to 72 hours) paid bereavement leave. Bereavement leave in excess of three (3) shifts up to two (2) additional shifts, will be charged against an employee's sick leave accruals, if available. If there is no sick leave accruals are available, an Employee may have the additional two (2) shifts of bereavement leave charged against their available vacation accruals or take time off without pay.
- C. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.
- D. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available accrued annual leave for additional time off as necessary.
- E. City of Ely defines "immediate family" as Referenced in the Consanguinity Chart in Appendix E.
- F. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

ARTICLE 22
MILITARY LEAVE

- A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services. This provision is only applicable to members who join a reserve component of the U.S. Military or State National Guard.
- B. Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two (2) weeks will be unpaid. However, employees may use any available paid time off for the absence.
- C. Subject to the terms, conditions and limitations of the applicable health plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence, subject to the employee paying his/her portion of the premium.

D. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence for drill weekends and the summer training required of active reservists. This provision is not applicable to employees recalled to active duty. Upon return from active duty, the employee shall begin accruing annual leave and sick leave as if the employee never left. The employee will continue to earn seniority for all periods of active service based on their employment status prior to their active duty service.

E. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing for reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

F. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

ARTICLE 23

GRIEVANCE PROCEDURE

I. Definition

A grievance shall be defined as a dispute between an employee, a group of employees, or the Union and the City which involves the interpretation, application, or enforcement of any provisions of the Agreement.

II. Time Limits

The parties agree that the time limitations defined in this of the Agreement shall be adhered to. A violation of a prescribed time limitation of this Article of the Agreement by the City shall cause that, in the event of arbitration, the arbitrator to consider such failure and apply the appropriate weight in rendering a decision. The parties of this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

III. Procedure for Filing

A. All grievances will be processed in the following manner:

1. **Step 1:**

A. Within fifteen (15) calendar days of the event giving rise to a grievance or, knowledge the grievant will verbally present the grievance to his/her department head for review.

B. The grievant may request representation by an employee or non-employee Union Representative at this hearing. The department head shall, within fifteen (15) working days of receiving the grievance render a written decision to the grievant. The department head response at Step One shall not be subject to the provisions of Section 2 of this Article. Both parties can mutually agree to extend timeline.

2. **Step 2:**

Should the grievant be dissatisfied with the department head's response, the grievance shall be forwarded by the Employee to the mayor or his designee for further action within fifteen (15) working days of receipt of the department head's decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the Employee's choice. The neutral decision makers will have fifteen (15) working days to review the grievance from the Employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timeliness.

3. **Step 3:**

A. The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the Employee. The Union will notify the City in writing of such a decision within ten (10) business days of receipt of the decision rendered in Step 2. The union will request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliatory Services, Las Vegas, NV office, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The Union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

B. Arbitrators Authority - The decision of the arbitrator shall be final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

C. Expenses The fees of the arbitrator and a court reporter will be borne equally by the union and the city. Each party will be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to his job duties as soon as time permits.

D. Compliance - The parties agree to comply with the arbitrator's decision within five (5) working days of receipt of the decision. The arbitrator will render a discharge related decision within fourteen (14) calendar days of the hearing. All other decisions will be rendered within thirty (30) calendar days of the hearing.

E. Automatic Withdrawal or Advance of Grievance - In the event the grievant fails to adhere to timelines, the grievance shall be considered withdrawn. If City fails to respond within the timelines, the grievance shall automatically advance to the next step.

ARTICLE 24

SENIORITY

A. Seniority for purposes of this Article is defined as an employee's continuous service within the department in their current classification. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off, requested trainings and assignments shall be by seniority and at the discretion of the Fire Chief. Part time or intermittent employees shall earn seniority based on the number of hours worked each year (based on the employee's hire date). For example, an employee who works 1040 hours during their anniversary year shall earn one-half (1/2) year of seniority.

B. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.

C. Continuous Service. 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 thirty (30) calendar days in 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 for more than thirty (30) calendar days which the City deems beneficial to the public service.

ARTICLE 25

HOURS OF WORK/OVERTIME

I. Schedules

- A. The City of Ely Fire Department shall remain as 7K exempt employees. The hours of work for the City Fire Department will be 24 hour rotating shifts (see exhibit F). The City work period for the City Fire Department shall remain at 14-days. The work schedule for shift employees shall consist of 144 hours on duty or 120 hours on duty or 96 hours on duty depending on the rotation. This rotating work schedule results in the assigned employee being scheduled to work one hundred forty- four (144) hours per 14-day work period or one hundred twenty (120) hours per 14-day work period or ninety-six (96) hours per 14-day work period.
- B. Scheduling of work shifts and work weeks shall be as directed by the Chief.
- C. The City and the Union understand and agree that sick leave, vacation leave, compensatory leave, etc. shall remain as time used by the employee during regularly scheduled work hours per the CBA.
- D. Overtime shall be any hours worked in excess of 106 hours in the fourteen (14) day work period (7K Exemption). Hours worked shall not include vacation, sick leave, short term disability leave, or other unworked paid/unpaid time off.
- E. Employees will be paid for all hours worked in which an employee is assigned and actually at work.

F. Employees are encouraged to maintain their Physical Fitness and will be allowed up to ninety (90) minutes during their shift for fitness training, except such fitness training shall not occur during normal business hours from 8 am to 4 pm Monday through Friday excluding Holidays.

G. Minimum Safety Staffing:

The Union and the City recognize the extreme hazards of the firefighting profession and therefore agree that the minimum number of full-time professional firefighting personnel on each shift shall be 2 in any combination listed below in the following order:

- IE: 1) 1 Asst. Chief, 1 Firefighter
- 2) 1 Asst. Chief, 1 Firefighter Trainee
- 3) Temporary Employee
- 4) 2 Asst. Chief's
- 5) Assigned by the Fire Chief

H. **Acting Assistant Chief:** A fully qualified Firefighter that has met all the Assistant Chief qualifications (task book) and has been authorized by the Fire Chief to assume an acting Assistant Chief position, may fill in as an Assistant Chief, if no full time Assistant Chief is Available, not to exceed 192 hours a year. Acting Assistant Chief shall receive acting pay for all hours worked at the acting pay level.

II. Overtime

A. All hours of work, officially ordered and approved, in excess of an employee's basic work schedule as identified in Section I above is overtime.

B. Coverage for employees who are off work due to vacation, worker's compensation, sick leave or other leave of absence shall be first offered requesting paid staff volunteers to cover the shift(s), if there are no paid staff volunteers the Fire Chief may fill the shift(s) with the least senior employee (paid staff) covering a shift, in rotation until each shift(s) is covered. Employees may be permitted to trade days provided both employees agree in writing prior to the dates to be traded and the trade is approved by the Fire Chief.

C. Overtime pay shall be paid at the rate of one- and one-half times the employee's rate as identified in the FLSA (to include, if applicable, the employee's longevity payment or other required payments)

ARTICLE 26
LONGEVITY PAY

A. Employees shall be entitled to longevity pay upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

YEARS OF COMPLETED SERVICE AMOUNT

5	\$500.00
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1000.00
11	\$1050.00
12	\$1100.00
13	\$1150.00
14	\$1200.00
15	\$1250.00
16	\$1300.00
17	\$1350.00
18	\$1400.00
19	\$1450.00
20	\$1500.00
21	\$1550.00
22	\$1600.00
23	\$1650.00
24	\$1700.00
25	\$2000.00
26	\$2100.00
27	\$2200.00
28	\$2300.00
29	\$2400.00
30	\$2500.00

ARTICLE 27
HOLIDAYS

I. The following are paid holidays for employees of the City of Ely:

- A. New Year's Day
- B. Martin Luther King Day
- C. Presidents Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Nevada Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Family Day
- K. Christmas Eve
- L. Christmas Day
- M. Personal Holiday
- N. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada.
- O. If a holiday falls during an employee's scheduled annual leave, it shall not be charged as leave.

II. **Holiday Pay**

A. Employees shall be paid at one and one half (1 1/2) times their normal rate for hours worked on holidays which fall on their normal work day. The Holiday shall be defined as 12:00 am on the morning of the holiday and terminates at 11:59 pm the same day.

B. An employee called back to work on a designated holiday, which is not his/her working day, shall receive his/her standard hourly rate if called in from 8 am to 5 pm on the holiday, plus time and one half his/her hourly rate. Thereafter, he/she shall be paid time and one half only for all hours worked after 5:00 pm

C. All Fire Department personnel shall be paid eight (8) hours holiday pay during the pay period in which the holiday occurs at their normal hourly rate.

ARTICLE 28
ANNUAL LEAVE

1. Intent

A. Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. All regular full and part time employees are eligible to earn and use annual leave time as described in this policy. Temporary or intermittent employees do not accrue annual leave hours. Accruals are based on length of service and employment status. Annual leave accruals will not be earned during any period of unpaid leave of absence.

B. Probationary employees shall accrue annual leave beginning with their date of employment but shall not be allowed to use accrued annual leave until satisfactory completion of their probation. Should a probationary employee not complete his/her probation period for any reason, he/she shall not be entitled to payment for annual leave accruals.

C. Regular full and part time employees shall be allowed to accrue and maintain an annual leave bank of 336 hours. All hours accrued in excess of 336 must be used before the employee's anniversary date.

1. All hours in excess of 336 hours not used, will be paid to the employee at one hundred (100%) of his/her regular hourly rate in the pay period immediately following his/her anniversary date so that the employee's balance does not exceed 336 hours. Retirement credit shall not be earned from this payment.

2. In the event an employee is unable to utilize accrued annual leave before the anniversary date due to operational issues and if annual leave usage was denied by the Fire Chief in writing, he/she shall be allowed to carry over not more than ninety-six (96) hours of annual leave which must be utilized within ninety (90) calendar days following his/her anniversary date. If the employee fails to utilize the carried over annual leave, it shall be cashed out pursuant to section C.2 above in this section.

D. Accrual rates will change the pay period following the employee's anniversary date resulting in the changed rate.

E. Part time employees shall accrue annual leave based on the number of hours the employee is hired to work per year as a percentage of the accrual earned by full time employees. For example, a part time employee hired to work twenty (20) hours per week would accrue annual leave at fifty percent (50%) of the full-time employee's rate with similar years of service.

II. Annual Leave Accrual Rates for 48-hour employees

Years of Service	Rate per Pay Period
Hire through year 3	5.54 hours
Start of year 4 through year 6	6.46 hours
Start of year 7 through year 10	8.31 hours
Start of year 11 through year 14	10.2 hours
Start of year 15 or more	12.0 hours

III. Annual Leave Use

A. Annual leave may be used in minimum increments of four (4) hours. To take annual leave, employees shall request advanced written approval from their supervisors.

B. In the event an employee loses his/her driving privileges, not as the result of a driving under the influence conviction in this or any other jurisdiction, the employee may, at the discretion of the Fire Chief, be allowed to use accrued annual leave until the employee's driving privileges are restored or the employee's accrued annual leave is exhausted. The loss of driving privileges as the result of a driving under the influence conviction in this or any other jurisdiction, may be grounds for immediate termination as a matter of public safety.

1. The affected employee may request to complete an alcohol treatment program in an effort to prevent termination. Should the employee enter into an inpatient alcohol treatment program, the City shall take no action to address discipline until the employee completes his/her inpatient treatment. At that time, the City may take disciplinary action based on the facts underlying the conviction.

2. Should the employee enter into an outpatient treatment program then the parties agree that disciplinary action may be administered based upon the facts of the conviction.

C. The second incident of an employee losing his/her driving privilege not the result of a driving under the influence conviction, may result in his/her termination as the ability to drive fire apparatus is an essential function of each job within the Fire Service.

ARTICLE 29
GROUP INSURANCE

All employees shall have the right to participate in the City group insurance program as the same is or may hereafter be in effect. The employee may also choose not to participate or cover his/her dependents under the City of Ely's group health, vision and dental insurance plans.

DEATH OF EMPLOYEE

Upon the death of a person presently on the employment records of the City Fire Department, a lump sum payment for annual leave time accrued to their credit will be made to the Employee's beneficiaries or estate, upon receipt of proof of death.

ARTICLE 30
STRIKES

- A. The Union agrees that there will be no strikes against the City under any circumstances.
- B. For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

ARTICLE 31
SAVINGS CLAUSE

- A. In the event that any provision of this agreement is or shall be rendered invalid by applicable legislation or be declared by court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire agreement. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- B. This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

C. This Agreement shall be binding upon the Union, upon the City and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If the City shall, during the term of this Agreement, be disincorporated the City shall notify White Pine County District Attorney, as the representative of the White Pine County Commission, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the representative of White Pine County Commission. The Union retains the exclusive right to enter into collective bargaining with White Pine County on the terms and conditions of employment for employees covered by this collective bargaining agreement.

ARTICLE 32

WARRANT OF AUTHORITY

The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

ARTICLE 33

SAFETY GRIEVANCE PROCEDURE

I. Grievance Procedure

A. **Step 1.** An Employee shall immediately bring the safety matter to the attention of his or her department head. If the Department Head does not take immediate steps to remedy the serious condition which poses immediate threat of serious injury or death, the Employee may file a written Safety Grievance with the Department Head.

B. **Step 2.** The Department Head will respond to the grievance within twenty four hours of the filing of the written grievance.

C. **Step 3.** If the written response of the Department Head is unsatisfactory, the employee may present the grievance to the City Clerk/Administrator or his designee within twenty four hours. The City Clerk/Administrator or his designee will review the alleged unsafe condition and will make the final decision on the grievance within twenty four hours of receiving the grievance.

D. Copies of the safety grievance and the response at all levels will be provided to the appropriate Safety Committee.

II. Safety Committee

A safety Committee of two (2) representatives each, Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular Safety Meetings will be held no less often than every sixty (60) calendar days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator or his designee and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical safety issues

ARTICLE 34 **Temporary Employees**

- I. Status.** The City and Union agrees to employ employees in a Temporary/status in the positions of Firefighter Trainee, Firefighter and Assistant Chief, in a part-time/temporary status. Employee's work schedule will vary according to the needs of the City.
 - a. Temporary/employees may elect to work a minimum of 12-hours of a 24-hour shift, although, it is preferred the Temporary/employee agree to work the entire 24-hour shift.
 - b. Temporary/employees starting salary will be in EXHIBIT D.
- II. Benefits.** As a Temporary/Employee, the employee is not eligible to participate in any fringe benefits or retirement programs. The Employee understands that the per- diem/status does not entitle Employee to any special consideration for permanent or full- time employment.
- III. At-will.** The Temporary/employment is an at-will employment that may be terminated without cause and without advance notice.
- IV. Utilization of Temporary Employees.** The City agrees to utilize Temporary/employees only after all open shifts have been offered and declined to regular full-time employees first. Temporary/employees are not a replacement or substitute for regular full-time staff.
- V. Minimum Qualifications.**
 - a. Firefighter Trainee or Firefighter Temporary/employees are required to maintain the minimum qualifications: Advanced EMT, Paramedic or Registered Nurse and Firefighter I or for the firefighter trainee: actively working towards Firefighter I in which the employee is eligible to don turnouts and participate at fire scenes.

- b. Assistant Chief Temporary/employees are required to maintain the minimum qualifications: Advanced EMT or higher level of care, Firefighter II, Fire Officer I and Fire Instructor I or the employee is Advanced EMT or higher level of care, Firefighter II AND actively working towards Chief Officer requirements utilizing the City of Ely Fire Department Captain Task Book and Assistant Chief Task Book.

ARTICLE 35
Modification OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

EFFECTIVE DATE AND DURATION

This agreement shall be in full force and effect from July 1, 2023 and shall continue on force until June 30, 2025. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In Witness Whereof, the City and the Union caused these presents to be duly executed by their authorized representative's this _____ day of _____

City of Ely Fire Department

**OPERATING ENGINEERS LOCAL UNION
No. 3 of the IUOE, AFL-CIO**

Nathan Robertson, Mayor

Dan Reding, Business Manager

Jennifer Lee, City Clerk

Bruce Noel,
Rec. - Corresponding. Secretary

Patrick Stork, Fire Chief

Tim Neep, Director of Public Employees

Leo Cahoon, Esq., City Attorney

Phillip Herring, Sr. Business Representative

Jacob Stark, Bargaining Committee

EXHIBIT A

July 1, 2023

BELOW REFLECT 0% WAGE INCREASE and
approved by the city council 8-27-22

Year 1	Year 2	Year 5	Plus 10 years
\$ 27.25	\$ 28.87	\$ 30.63	\$ 32.47

6% above current pay rate to assume position

\$ 27.80	\$ 29.44	\$ 31.24	\$ 33.12
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EXHIBIT A

July 1, 2024

BELOW REFLECT 3% WAGE INCREASE

Year 1	Year 2	Year 5	Plus 10 years
\$ 28.07	\$ 29.74	\$ 31.55	\$ 34.44

9% above current pay rate to assume position

\$ 28.63	\$ 30.33	\$ 32.18	\$ 35.13
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EXHIBIT D

Effective July 1, 2023

Hire Rate

Temporary Firefighter Trainee	\$23.00
Temporary Firefighter	\$26.00
Temporary Assistant Chief	\$30.00

EXHIBIT D

Effective July 1, 2024

Hire Rate

Temporary Firefighter Trainee	\$23.00
Temporary Firefighter	\$26.00
Temporary Assistant Chief	\$30.00

EXHIBIT E

DEGREES OF CONSANGUINITY AND AFFINITY

	Grand Parents 3	
AUNT 3	GRANDPARENT 2	UNCLE 3
	PARENT 1	
SISTER 2	SELF & SPOUSE	BROTHER 2
NIECE/NEP'HEW 3	CHILD 1	NIECE/NEPHEW 3
	GRANDCHILD 2	
	GREAT GRANDCHILD 3	

Exhibit F

- I. This schedule is a 24-day rotation that will consist of three shifts, each shift working a total of eight (8) days in this 24-day rotation.

S	M	T	W	T	F	S
A	B	A	B	A	B	A
B	C	A	C	A	C	A
C	A	B	C	B	C	B
C	B	C				

Police Services Agreement

Negotiation Summary

City of Ely initially proposed the following:

- Annual contribution to the WPC Sheriff's Office to be 19% of the following accounts audited expenditures.
 - Public Safety
 - Sheriff- Admin
 - Sheriff- Detective
 - Sheriff- Patrol
 - Sheriff- Dispatch
- An additional \$100,000 annually to pay for a Sheriff Deputy Position to be assigned specifically to work days within city limits.
- The ability/option to offset some of the City of Ely's annual monetary contribution with a capital contribution of equipment. Allowing the City to protect their general fund should the need arise.
- Shorter term of between 1 to 3 years to be discussed with the County.

White Pine County countered with the following:

- Various terminology and language changes in wording of the agreement.
- Changes to the nature of the additional deputy position and notification that the cost for a deputy position is around \$150,000 annually.
- Addition of the Jail and Coroner to the accounts that would be considered in the percentage for the City of Ely's annual contribution.

After discussing these proposals, the City and the County negotiators agreed to the following points for the final proposal to be put in front of the County Commission and the City Council:

- Acceptance of the proposed terminology and language changes of the agreement.
- Forgo the proposed additional deputy position for the time being.
- Remove the Jail and Coroner accounts and only consider the 5 accounts that were originally proposed.
- The City's annual contribution would be 22.5% of the aforementioned audited account expenditures.
- The City of Ely would have the option of being able to make a capital contribution to the WPC Sheriff's Office in lieu of part of the annual monetary contribution.
- The term of the agreement would be for the next three fiscal years.

Ely Shoshone Tribe Fire Protection/ EMS Agreement

Negotiation Summary

City of Ely Initially proposed the following:

- Raise the annual contribution from the Ely Shoshone Tribe from \$6,000 annually to \$12,000 annually.
- City Attorney updated the agreement with modern language and based the language on current logistics.
- An automatic annual increase of 3% would be figured into the agreement.
- EMS Services would be billed to the individual receiving the service the same as is done with anyone who receives EMS services.

Ely Shoshone Tribe countered with the following:

- Agreement language largely unchanged (some small corrections).
- The automatic increase of 3%
- An annual contribution of \$9,000.

Both parties felt the counter offer captured the nature of the request of the City Council and agreed to take the request to the Ely City Council for review and approval.

"May 24, 2023 WPC Revision"

INTERLOCAL AGREEMENT FOR POLICE PROTECTION

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, pursuant to NRS 277.100 et. seq., by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, and the White Pine County Sheriff, a separate elected official of White Pine County, hereinafter referred to as "SHERIFF", with both County Commission and Sheriff collectively referred to as "COUNTY"; and the City of Ely, a municipal corporation of the State of Nevada in the County of White Pine, by and through the Mayor and City Council, hereinafter referred to as "CITY". The City and County may also be collectively referred to in this Agreement as the "Parties" or, individually, as a "Party."

WITNESSETH:

WHEREAS, the County and City desire to afford all citizens of the City with optimum police protection;

WHEREAS, the City, as an incorporated city pursuant to Chapter 266 of Nevada Revised Statutes, within White Pine County, State of Nevada, does not have a police department;

WHEREAS, the County, through the White Pine County Sheriff's office, has sufficient personnel and equipment with which to provide law enforcement services to the citizens of the City;

WHEREAS, the County and the City deem it to be in the best interest of the citizens of the City of Ely to join in with the County for the provisions of police protection;

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

WHEREAS, NRS 277.180(3)(f) states that the authorized purposes for contracts made pursuant to NRS 277.180(1) include "the joint and cooperative use of law enforcement agencies";

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

1.0. PURPOSE. The purpose of this Agreement is to establish in writing the Parties' understanding as to the terms and condition under which the County will provide law enforcement services to the City of Ely, to include but not limited to:

- a. The provision of consolidated police protection services, by the White Pine County Sheriff's Office, to persons residing within the City;
- b. The provision of consolidated police dispatch services of the White Pine County Sheriff's Office, to persons residing within the City of Ely;
- c. The provision of a 9-1-1 public answering point maintained by the White Pine County Sheriff's Office for the citizens of White Pine County, including the incorporated City of Ely, Nevada;
- d. The provision of personnel, equipment, and detention facilities of the White Pine County Sheriff's Office to the City, for the secure detention of persons lawfully arrested and seized within the City of Ely, Nevada; and,
- e. The provision of other standard law enforcement services needed within the City.

1.1. INTENT. This Agreement is intended as a comprehensive effort, pursuant to a joint effort by the Parties, to consolidate efforts in view of compelling fiscal limitations and restraints and to reduce the provision of duplicative services within the County and the City. The City shall retain all police power and, by virtue of this Agreement, confers municipal police authority on the Sheriff.

ARTICLE II

LAW ENFORCEMENT SERVICES

2.0. BASE LEVEL SERVICES. The County will provide within City limits the following base level law enforcement services, hereinafter “Law Enforcement Services”, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in unincorporated portions of White Pine County unless otherwise set forth herein:

2.0.1. Patrol Services. The County will provide Police Patrol Services for the enforcement of state law and city adopted municipal, criminal, civil, and traffic codes. Patrol Services shall include, at the Sheriff’s discretion and as necessary, foot and vehicular patrols, reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions.

2.0.2. Investigative Services. The County will provide Investigative Services consisting of on-site investigations; follow up investigations; evidence retrieval and maintenance; investigation of homes and businesses for code compliance; and all other investigations by detectives investigating all detected and reported crimes or civil infractions which are customarily provided by the County in the surrounding unincorporated portions of White Pine County.

2.0.3. Special Services. The County will provide Special Services if available to include, but not limited to: Search & Rescue, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, reserve deputy support, and volunteer community crime prevention.

2.0.4. Support Services. The County will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, records, internal investigations, evidence management, and contract administration.

2.0.5. Evidence. The County will process and maintain evidence and property collected as a result of investigations occurring within the City and provide such evidence upon request to the City Attorney's Office in a timely fashion.

2.0.6. 9-1-1 & Police Dispatch Services. The County will provide constant 9-1-1 and Police Dispatch Services for calls, reports, and events occurring within the City of Ely.

2.0.7. Detention Services. The County will detain persons in the City and commit those persons to the White Pine County Detention Facility as needed and transport detained persons from the facility to the Municipal Court upon request from the Court.

2.0.8. Continuation of Prior Service. The County agrees to continue providing all Law Enforcement Services that have been provided to the City prior to the execution of this Agreement.

2.1. REPORTING.

2.1.1. Periodic Reporting. The Sheriff or Sheriff Designee may provide to City monthly reports at an open meeting of the City Council that identify statistics of crime and traffic activity within the City, any existing issues, and goals or future law enforcement plans.

2.1.2. Significant Occurrence. The Mayor may be promptly notified in the event of a significant criminal occurrence, emergency, or other major event within the City.

2.2. SERVICE AREA. The area to be afforded police protection services under this Agreement by the White Pine County Sheriff's Office shall be all that certain geographical area constituting the incorporated City of Ely, State of Nevada as now defined or as may be defined in the future.

ARTICLE III

EMPLOYEES

3.0. EMPLOYEES FOR POLICE PROTECTION. The County agrees to provide sufficient personnel and equipment in the same manner as they are provided in unincorporated areas of White Pine County to provide police protection, dispatching services, and detention services to the City.

3.0.1. Sheriff. "Sheriff" means the duly elected sheriff of White Pine County possessing those general duties set forth in the Nevada Revised Statutes.

3.0.2. Role of Sheriff in City. For purposes of this Agreement, the Sheriff of White Pine County shall be the acting Chief of Police of the City. The Sheriff shall be responsible for the enforcement of all laws and ordinances within the City, the investigation of all known and alleged crimes therein, and the prevention of crime therein. The Sheriff shall also be

solely responsible for the assignment of personnel and equipment to areas within the City. The Sheriff, may, in his discretion, call upon other state and federal law enforcement officials in the enforcement of laws, and in the investigation of crimes within the City. Authority granted herein is not intended to grant the Sheriff discretion to expend public funds not otherwise agreed to by the Parties hereto. The Mayor may identify law enforcement issues and may request the Sheriff or his Designee to address these issues. The Sheriff and all other personnel assigned to the City under this Agreement will respond to the general law enforcement issues.

3.0.3. Supervision and Evaluation of Personnel. The supervision and evaluation of personnel within the White Pine County Sheriff's Office shall be within the sole discretion of the Sheriff.

3.1. COMPENSATION OF PERSONNEL. The setting of salaries and compensation of any deputy Sheriff for police protection as contemplated by this Agreement, shall be the sole responsibility of the Sheriff and shall follow the WPC Sheriff's Office Employee Association Contract. The City shall not have any voice on the compensation provided to individuals under the terms of this Agreement.

3.2. TRAINING. The County shall be solely responsible for the provision of training of those deputies tasked with performing the service and fulfillment of this contract.

3.2.1. Expertise. The County shall ensure that all personnel necessary to provide the services contemplated by the terms of this Agreement shall have the required training, experience and licenses or certifications as are, or may be, required by the State of Nevada or Federal law, necessary to properly execute the terms contemplated by the

parties in the provision of the comprehensive police protection to the citizens of the City of Ely.

ARTICLE IV

TERM

4.0 INITIAL TERM. The Initial Term of this Agreement shall commence as of 12:01 A.M. on July 1, 2023, and shall terminate at Midnight June 30, 2026. This Agreement contemplates a term of three (3) years in duration.

4.0.1. Automatic Extension. This Agreement does not contemplate automatic extension upon expiration of the term herein. However, if the Parties are in negotiations and have not ratified a successor Agreement, the terms of this Agreement shall remain in effect until such time as the parties successfully negotiate and ratify a successor Agreement or the Agreement is terminated pursuant to Section 4.1. as provided herein.

4.1. TERMINATION. This Agreement shall be reopened for renegotiation of terms, or for possible termination, if and when the City of Ely has its own, and deploys in the City of Ely, Nevada P.O.S.T. certified law enforcement officers.

4.2. COMMENCEMENT OF PERFORMANCE. Performance under this Agreement by each respective Party shall commence on July 1, 2023.

ARTICLE V
PAYMENT

5.0. PAYMENT FOR SERVICES. For the County's satisfactory performance of Services contemplated herein, the City will pay to the County twenty-two and one-half percent (22.5%) for each of the County's prior year's expenditures for the following County departments:

Department 300: Public Safety – Task Force Grant/Sheriff

Department 301: Sheriff Administration

Department 302: Sheriff Detective

Department 303: Sheriff Patrol

Department 306: Sheriff Dispatch

5.1. PAYMENT DUE DATE. Payments contemplated in Section 5.0. which shall be due by the City shall be made the first day of each quarter during the fiscal year, meaning, July 1, October 1, January 1, and April 1 of each year of this Agreement.

5.1.2. Place of Payments. Payment identified in this Agreement shall be sent to the County at the following address:

White Pine County
801 Clark Street, Suite 3
Ely, NV 89301

5.2. PURCHASE OF EQUIPMENT IN LIEU OF PAYMENT. At the City's request, the City may purchase capital equipment, identified by the County as a need, for the County out of the City's Capital Expenditure Fund and subtract the total purchase amount for the equipment from the annual amount owed to the County in Section 5.0 and/or 5.1 of this Agreement. However, this capital purchase credit cannot exceed 20% of the total amount cash owed to the County for

any one fiscal year. All capital items purchased by the City will become the property of the County. The City will cooperate in the processes required to transfer ownership of said purchases to the County.

ARTICLE VI

EQUIPMENT, MAINTENANCE, & OPERATING COSTS

6.0. COMMITMENT OF EQUIPMENT. The County shall provide all necessary equipment to meet its obligations under the terms of this Agreement to provide comprehensive police services, at no additional cost or expense to the City.

6.1. MAINTENANCE. The County shall be solely responsible for all of the maintenance of the equipment, buildings, and /or vehicles necessary for the County to provide the City with the comprehensive police services contemplated by this Agreement.

6.2. OPERATING COSTS. The County shall be solely responsible for all of the operating costs of the County for the provision of the comprehensive police services contemplated by this Agreement.

ARTICLE VII

LIABILITY

7.0. HOLD HARMLESS & INDEMNIFICATION. The County shall be solely liable for all acts of the personnel contemplated in this Agreement necessary for the provision of comprehensive police services to the City. The County shall protect, indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees and agents, from all damages, injury, loss, expenses, or liability incurred by the County and its' employees, agents,

and/or assigns while engaged in Police Protection by the County, from any acts, failure to act, or omissions in connection with this agreement and all services hereunder, and shall not seek reimbursement or indemnification from the City, unless the complained of acts were taken at the specific direction of the City. There shall be no liability between the parties for any losses, expenses, or damages that any other party may sustain as a result of any party failing or refusing to respond to a police protection related matter by County personnel.

7.1. INSURANCE. The County shall provide general liability, automotive liability and law enforcement liability insurance for its operations in fulfilling the comprehensive police services contemplated by this Agreement.

7.1.1. Worker's Compensation Insurance. The County shall provide Worker's Compensation insurance for all personnel necessary for the provision of the comprehensive police services contemplated by this Agreement.

7.1.2. Insurance: Property, Equipment, and Vehicles. The County shall be responsible for providing insurance for all vehicles, equipment, buildings or any other items under its control.

ARTICLE VIII

NONDISCRIMINATION

8.0. NONDISCRIMINATION CLAUSE. The Parties hereto agree not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, sexual orientation, position, or condition which would not otherwise disqualify any such employee or applicant from the performance of comprehensive police services.

ARTICLE IX
OTHER CONTRACT TERMS

9.0. AMENDMENTS. Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto.

9.1. EXECUTION OF ADDITIONAL INSTRUMENTS. Each Party, at any time, at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

9.2. USE OF PRONOUNS. Feminine or neuter pronouns shall be substituted for those of masculine for or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

9.3. CLAUSE HEADINGS. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

9.4. NOTICES. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

County:
White Pine County Finance
801 Clark Street, Suite 3
Ely, Nevada 8930

City:
City of Ely
501 Mill Street
Ely, Nevada 89301

9.5. PRESERVATION OF ORIGINAL AGREEMENT. This Agreement shall be executed by the Parties with an original copy, which shall be filed with the Clerk of the Seventh Judicial

District Court, the Official Clerk of the Board of County Commissioners and the City Clerk of the City of Ely, City Council.

9.6. ASSIGNMENT. This Agreement shall inure to the benefit of the successors in office of the Parties.

9.7. APPLICATION OF OPEN MEETING LAW. This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

9.8. CONTRACT DOCUMENTS. As of the date of execution of this Agreement there are no other documents which comprise this Agreement between the Parties and no other documents are attached hereto and/or made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

9.9. SEVERABILITY. If any section, clause, paragraph, sentence, term, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent and severable section, clause, paragraph, sentence, term, or provision, and such determination shall have no affect on the validity of any other section, clause, paragraph, sentence, term, or provision of this Agreement, all of which shall remain in full force and effect for the term of this Agreement or any renewal thereof.

9.10. ENTIRE AGREEMENT. It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.

9.11. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

9.12. LEGAL REQUIREMENTS. All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.

9.13. NO THIRD-PARTY BENEFICIARIES. The County and City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the residents of either the County or the City.

9.14. DISPOSITION OF EARLIER AGREEMENT. The Interlocal Agreement for Police Protection entered into on July 22, 2015 ("Prior Agreement"), between the Parties, and any amendments thereto, are hereby replaced and said Prior Agreement is hereby terminated effective on the commencement date hereof, provided that the remedies and other provisions of the Prior Agreement, which by their terms should continue to survive to protect the interests of the Parties, shall survive to the extent permitted by applicable statutes of limitations.

9.15. FORCE MAJURE. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, loss of employee, preoccupation, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

9.16. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

9.17. PERPETUITIES. To the extent that this Agreement or any provision hereof could be construed to create, for purposes of the Nevada Rule Against Perpetuities (NRS §111.103 *et seq.*), a non-tested property interest for any period of time, the Parties agree that such interest shall vest, if at all, within the time period allowed by such rule.

9.18. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Nevada, without reference to its conflicts of law principles.

IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

**ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF WHITE PINE
COUNTY:**

**ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF ELY:**

CHAIRMAN: _____

MAYOR: _____

DATED this ____ day of _____, 2023.

DATED this ____ day of _____, 2023.

COUNTY CLERK

CITY CLERK

SCOTT HENRIOD, WHITE PINE COUNTY
SHERIFF

DATED this ____ day of _____, 2023.

